City of Lubbock, Texas
Regular City Council Meeting
August 23, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, 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. Upon convening, the City Council recesses into Executive Session.

1. **Executive Session**

1. 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.

1. 1. 1. *City of Dallas, et al., v. Disney DTC, LLC, Hulu LLC, and Netflix Inc.,* in the 14th Judicial District Court of Dallas County, Cause No. DC-22-09128

1. 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 Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

Adjourn from Executive Session

2:00 p.m. - City Council reconvenes in Open Session in City Council Chambers.

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **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 2:00 p.m. on August 23, 2022. Citizen Comments provide 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.**

4. **Minutes**

4. 1. June 29, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
July 26, 2022 Regular City Council Meeting
August 1, 2022 Special City Council Meeting - Budget Work Session
August 2, 2022 Special City Council Meeting - Citizens Advisory Committee Report & Budget Work Session

5. **Zone Case Public Hearings**

5. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 0062-F, a request of S&R Auto Group, LLC for Maria Infante, for a zone change from Local Retail District (C-2) and General Retail District (C-3) to Commercial District (C-4), at 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9, and consider an ordinance.

5. 2. **Public Hearing – Planning (District 2):** Consider a request for Zone Case 343-A, a request of Big D's, LLC for Terry Humphrey, for a Specific Use for a bar on property zoned Commercial District (C-4), at 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1, and consider an ordinance.

5. 3. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 1223-C, a request of Boulder Venture, LLC for South Loop S6, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2) at 2551 South Loop 289, located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1, and consider an ordinance.

5. 4. **Public Hearing – Planning (District 5):** Consider a request for Zone Case 3467, a request of Delta Land Surveying for BTHSS LLC dba Beat the Heat Shading Systems, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1, and consider an ordinance.

5. 5. **Public Hearing – Planning (District 6):** Consider a request for Zone Case 3181-B, a request of Abacus Engineering Surveying for Ashok Mittal, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7, and consider an ordinance.

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0117, Amendment 34, amending the FY 2021-22 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order No.13800006, with Lenco Industries, Inc., for the purchase of a Lenco BearCat G3, for the Police Department.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0118, Amendment 35, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Commission on Environmental Quality for the Hazardous Waste Collection Event and the Electronics Waste Collection Event; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 36 amending the FY 2021-22 Budget for municipal purposes respecting Civil Service positions; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 37 amending the FY 2021-22 Budget for municipal purposes respecting the Information Technology Fund and the Public Safety Capital Project Fund; providing for filing; and providing for a savings clause.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Amendment 38, amending the FY 2021-22 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation, the Federal Transit Authority, and the Federal American Rescue Plan Act; providing for filing; and providing for a savings clause.

6. 6. **Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance updating the Vintage Township Service and Assessment Plan and Assessment Roll.

6. 7. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2022-O0119, abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

6. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to Execute Amendment No. 1 to the Professional Services Agreement Contract No. 16588, for flood protection planning for watersheds - TWDB Project No. 40065, with Freese and Nichols, Inc.

6. 9. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 16460, with Provine Helicopter Service, Inc., for brush control management in the Lake Alan Henry Watershed.

6. 10. **Resolution - Public Works Streets**: Consider a resolution authorizing the Mayor to execute Contract 16655, with Ti-Zack Concrete Inc., for rebuilding portions of Mac Davis Lane and Avenue X in the North Overton area.

6. 11. **Resolution - Community Develoment:** Consider a resolution authorizing and directing the Mayor to grant the waiver of Payment in Lieu of Taxes (PILOT) for FY 2021 requested by Lubbock Housing Authority (LHA).

6. 12. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 13. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 16553, with Interstate Sealant & Concrete, Inc., for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 14. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 5 with Parkhill, for construction administration services for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 15. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a grant agreement under the Federal Aviation Administration Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Development Addendum for Lubbock Preston Smith International Airport, for the construction of the Customs Facility Project.

6. 16. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a U.S. Government License for Real Property, No. 22EKW0032X, by and between the City of Lubbock and the United States of America, in connection with certain real property located at Lubbock Preston Smith International Airport.

6. 17. **Resolutions - Human Resources:** Consider three resolutions authorizing the Mayor to execute Contract 16647 with ITSQuest, Inc., Contract 16757 with KT Black, and Contract 16758 with Premier Staffing Source, Inc., for temporary employment services, as needed.

6. 18. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001649, with Mythics, Inc., for the renewal of Oracle License Maintenance and Support for the JD Edwards Enterprise One, and One View Reporting applications, for the City's financial management system.

6. 19. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order No. 10025516 with GT Distributors, Inc., for the purchase of Glock 45MOS, for the Police Department.

6. 20. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Contract No. 16595 between the City of Lubbock and Galls, LLC, for Police Uniforms.

6. 21. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a renewal of the Local Administrative Agreement between the City of Lubbock and Lubbock County for the Lubbock Metropolitan Special Crimes Unit.

6. 22. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Children's Advocacy Center of the South Plains for coordination of joint investigations involving child abuse.

6. 23. **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.

6. 24. **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 election services with Lubbock County and the eligible governmental units for said joint election(s), October 1, 2022 through September 30, 2023.

6. 25. **Resolution - City Secretary:** Consider a resolution confirming the City Manager's appointment of Lewis V. Witherspoon to the Civil Service Commission.

6. 26. **Resolution - City Manager:** Consider a resolution authorizing the City Manager to execute a Grant Agreement, and related documents, by and between the City of Lubbock and the Helen Jones Foundation, Inc., for the receipt of Grant Funds for the construction of a Downtown Civic Park.

6. 27. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Texas Tech University, to provide building inspection services to facilitate the construction of a project located on Texas Tech property at 2503 Mac Davis Lane.

6. 28. **Resolution - Lubbock Power & Light:** Consider a resolution approving the Easement Agreement from the Board of Regents of the Texas A&M University System, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M. 1294, for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, and authorizing the Mayor of the City of Lubbock to execute same.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

7. 2. **Board Appointments - City Secretary:** Consider appointments to the Bell Farms Public Improvement District (PID) Advisory Board.

7. 3. **Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.

7. 4. **Board Appointments - City Secretary:** Consider appointments to the North Point Public Improvement District (PID) Advisory Board.

7. 5. **Board Appointments - City Secretary:** Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

7. 6. **Board Appointment Delcaration - City Secretary:** Declare two appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Ayda Chapa and Amanda Gray.

7. 7. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the North Overton Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 8. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the North Point Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 9. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the Quincy Park Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 10. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the Valencia Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 11. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the Bell Farms Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 12. **Public Hearing - Finance:** Hold a public hearing on the proposed 2022 Assessment Rate for the Upland Crossing Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

7. 13. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

7. 14. **Resolution - Engineering:** Consider a resolution accepting the Semi-Annual Report of the Capital Improvements Advisory Committee (CIAC) and the recommendations therein.

AI# 10930
Regular City Council Meeting **1. 2.**
08/23/2022:

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10917
Regular City Council Meeting 4. 1.
08/23/2022:

Information

Agenda Item

June 29, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
July 26, 2022 Regular City Council Meeting
August 1, 2022 Special City Council Meeting - Budget Work Session
August 2, 2022 Special City Council Meeting - Citizens Advisory Committee Report & Budget Work Session

Item Summary

June 29, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
July 26, 2022 Regular City Council Meeting
August 1, 2022 Special City Council Meeting - Budget Work Session
August 2, 2022 Special City Council Meeting - Citizens Advisory Committee Report & Budget Work Session

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

6.29.2022 S LEDA
7.26.2022
8.1.2022 S Budget Work Session
8.2.2022 S CAC Report & Budget Work Session

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 29, 2022
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 29th of June, 2022, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas at 8:30 a.m.

8:31 A.M. CITY COUNCIL CONVENED
Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas

Present: Mayor Tray Payne; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Deputy City Manager Bill Howerton; Deputy City Secretary Courtney Paz; Assistant City Attorney Kelli Leisure

Absent: Mayor Pro Tem Shelia Patterson Harris; Council Member Dr. Jennifer Wilson

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 May 25, 2022.

***This item was deleted.**

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:47 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 10:01 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, quarterly reports, Business Retention and Business Recruitment & Innovation updates, and reports related to financial, budget, audit reports,

and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Carolyn Rowley, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, David Rushing, Chris Rankin, Mayor Tray Payne, Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.

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

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

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

3. REGULAR SESSION

3. 1. The Board will consider a resolution to approve the May 2022 LEDA Financial Report.

***This item was deleted.**

3. 1. 1. Presentation of the Fiscal Year 2020-2021 Tax Return for LEDA.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

3. 4. The Board will consider a resolution to approve the restated Adoption Agreement for the 401k Retirement Plan for Lubbock Economic Development Alliance, Inc.

***This item was deleted.**

3. 5. The Board will consider a resolution to authorize the CEO to purchase approximately 380 acres west of Interstate 27 and south of Farm Market Road 1294 for economic development projects.

***This item was deleted.**

3. 6. The Board will consider a resolution to approve LEDA to request funding from Lubbock Business Park Tax Increment Financing (TIF) for irrigation and landscaping of medians.

***This item was deleted.**

3. 7. The Board will consider a resolution to authorize LEDA to sell 103.29 acres along Municipal Drive.

***This item was deleted.**

3. 8. 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. 8. 1. The Board will consider approval of a performance agreement for Project Compass.

***This item was deleted.**

3. 9. 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. 9. 1. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 9. 2. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 9. 3. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 9. 4. Discussion and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 9. 5. 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. 9. 6. Discussion and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 10. Architectural Review Committee Report

***This item was deleted.**

3. 11. CEO Report

*This item was deleted.

3. 11. 1. LEDA Dashboard

***This item was deleted.**

3. 11. 2. Employment Data Update

***This item was deleted.**

3. 12. Chairman's Report

***This item was deleted.**

10:01 A.M. CITY COUNCIL ADJOURNED

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

The June 29, 2022 Special City Council Meeting minutes were approved by the City Council on the 23rd day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 26, 2022
4:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of July, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference, at 4:00 p.m.

4:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Council Member Dr. Jennifer Wilson attended via video conference.

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.19; 5.21-5.22; 5.20; 6.1; 6.3-6.4; 6.6-6.9; 6.2; 6.5; and 6.10-6.11.*
- *Item No. 6.11 failed.*

1. Executive Session

The meeting recessed at 4:01 p.m. and reconvened in Executive Session under the provision of Section 551, Texas Government Code. City Council adjourned from Executive Session at 4:45 p.m. The meeting was called back into open session at 5:00 p.m., and was called to order at 5:03 p.m.

1. 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.

1. 1. 1. Chapter 21, Texas Property Code

1. 1. 2. 1017 E. 29th Street, a/k/a Lots Two (2) and Three (3), Block Thirty (30), Coronado Addition to the City of Lubbock, Lubbock County, Texas

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

1. 2. 1. Chapter 21, Texas Property Code

1. 2. 2. 1017 E. 29th Street, a/k/a Lots Two (2) and Three (3), Block Thirty (30), Coronado Addition to the City of Lubbock, Lubbock County, Texas

1. 2. 3. Xcel Energy Easement Expansion

1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

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

City Council reconvened at 5:00 p.m.

2. Ceremonial Items

2. 1. Invocation

The Reverend Justin Gibson, St. Stephen's Episcopal Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

Call to Order

The meeting was called to order at 5:03 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on July 26, 2022. Citizen Comments provide 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.

Sign ups:

- Jordan Madewell, with Canyon Rock Development, appeared before City Council to speak in favor of item 6.10 (Zone Case 3464).

4. Minutes

4. 1. May 25, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
June 28, 2022 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve the May 25, 2022 Special City Council Meeting - Lubbock Economic Development Alliance minutes; and the June 28, 2022 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

5. 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 Steve Massengale, seconded by Council Member Latrelle Joy, to approve items 5.1-5.19; and 5.21-5.22.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0104, Amendment 31, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0105, Amendment 32, amending the FY 2021-22 Budget for municipal purposes respecting all funds Bearing Financial Commitments in regard to Electric, unleaded fuel and diesel fuel; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0106, Amendment 33, amending the FY 2021-22 Budget for municipal purposes respecting the Central Business District TIF Capital Fund to appropriate additional grant funding for Capital Improvement Project 92756, Civic Park; and providing for a savings clause.

5. 3. 1. **Resolution - City Manager:** Resolution No. 2022-R0315 authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, a grant agreement with Helen Jones Foundation, Inc. for the construction of a downtown civic park.

5. 4. **Resolution - City Manager:** Resolution No. 2022-R0316 authorizing the Mayor to execute Amendment No. 2 to the Lobbying Consulting Services Agreement, with Blackridge, to extend the terms of the agreement for an additional two years.

5. 5. **Resolution - Right-of-Way:** Resolution No. 2022-R0317 authorizing the Mayor to execute a Real Estate Purchase Agreement, for the purchase of real property located in Lots 6 and 7, Block 1, Maddox Addition to the City of Lubbock, Lubbock County, Texas, by and between the City of Lubbock and the Estate of E Z Hogan, Jr., for the Detroit Lift Station Capital Improvements Project.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0107, abandoning and closing a portion of 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

5. 7. **Resolution - Right-of-Way:** Resolution No. 2022-R0318 authorizing the Mayor to execute a Street Use License to LBK Texas Construction & Roofing, L.L.C., located in Lot 10, Block 5, Nelson Heights Addition, 1118 42nd Street, Lubbock County, Texas.

5. 8. **Resolution - Engineering:** Resolution No. 2022-R0319 authorizing the Mayor to execute Amendment No. 2 to Advanced Funding Agreement Contract 15495 for the widening of 114th Street from Quaker Avenue to Indiana Avenue, with the Texas Department of Transportation.

5. 9. **Resolution - Stormwater Compliance:** Resolution No. 2022-R0320 authorizing the Mayor to execute Service Contract 16575, with Center Point, for mowing at Day Estates Detention Basin located at 5850 98th Street.

5. 10. **Resolution - Water Utilities:** Resolution No. 2022-R0321 authorizing the Mayor to execute Contract No. 16536, with Center Point, for mowing and related landscape maintenance services for eight locations, including the City of Lubbock North Water Treatment Plant, and seven other City of Lubbock properties.

5. 11. **Resolution - Solid Waste Services:** Resolution No. 2022-R0322 authorizing the Mayor to execute Contract 16734 with South Plains College (SPC) and Career Education, Inc, dba ATDS, to conduct Commercial Drivers License (CDL) training through SPC's driving school operated by ATDS.

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

5. 12. **Resolution - Solid Waste:** Resolution No. 2022-R0323 authorizing the Mayor to execute an Overhead Electric Power Line Easement over and across portions of City owned property located in Section 33, Block A, G.C. & S.F. Co. Survey, Lubbock County, Texas, being more commonly known as Landfill 69, by and between the City of Lubbock and Southwestern Public Service Company.

5. 13. **Resolution - Business Development:** Resolution No. 2022-R0324 authorizing the Mayor to execute Contract 16529, with West Texas Services, Inc. dba Tom's Tree Place, for Roy Furr Pioneer Park Improvements.

5. 14. **Resolution - Business Development:** Resolution No. 2022-R0325 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to BPC Restaurant Group, LLC dba River Smith's, at 406 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 15. **Resolution - Business Development:** Resolution No. 2022-R0326 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 16. **Resolution - Business Development:** Resolution No. 2022-R0327 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 17. **Resolution - Business Development:** Resolution No. 2022-R0328 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 18. **Resolution - Business Development:** Resolution No. 2022-R0329 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, located at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 19. **Resolution - Public Transit Services:** Resolution No. 2022-R0330 authorizing the Mayor to execute a contract with Johnson General Contractors Group, LLC, to provide bus stop and shelter cleaning, and maintenance services for all Citibus transit stops.

5. 20. **Resolution - Civic Center:** Resolution No. 2022-R0333 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock Inc., Board of Directors for the 2022 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2020-21.

Vicki Key, project coordinator for Civic Lubbock, Inc., gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2022-R0333.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (RECUSE)

5. 21. **Resolution - Facilities Management:** Resolution No. 2022-R0331 authorizing the Mayor to execute Public Works Contract 16592, with West Texas Services, Inc. dba Tom's Tree Place, for construction services related to the 14th Street Plaza and the East Green Project.

5. 22. **Resolution - City Manager:** Resolution No. 2022-R0332 extending the initial Downtown Parking Task Force term, in order to provide the Task Force adequate time to complete the tasks assigned to it by the City Council.

6. Regular Agenda

6. 1. **Public Hearing - Planning (District 1):** Ordinance No. 2022-O0108, for Zone Case 2341-D, a request of DLC Designs, LLC for Hi-Plains Buildings, for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at 1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14.

Mayor Payne opened the public hearing at 5:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:17 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0108.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing - Planning (District 2):** Ordinance No. 2022-O0115, for Zone Case 0343-A, a request of La Huerta Estate, LLC, for a zone change from Commercial District (C-4) to Family Apartment District (A-1), at 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6.

Kristen Sager, director of planning, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 5:17 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:18 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0115.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing - Planning (District 2):** Ordinance No. 2022-O0109, for Zone Case 3466, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11.

Mayor Payne opened the public hearing at 5:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:18 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0109.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing - Planning (District 3):** Ordinance No. 2022-O0110, for Zone Case 1427-A, a request of Toni Burns for The Baptist Church College Property, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11.

Mayor Payne opened the public hearing at 5:18 p.m.

Clyde Reams appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:21 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0110.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing - Planning (District 3):** Ordinance No. 2022-O0116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

Kristen Sager, director of planning, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 5:36 p.m.

Lisa Boyd, store manager with Home Depot, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:44 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2022-O0116.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

6. 6. **Public Hearing - Planning (District 3):** Ordinance No. 2022-O0111, for Zone Case 1758-G, a request of Farzad Zahrouni, Lubbock Hookah Lounge for Plains Plaza Partnership, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A.

Mayor Payne opened the public hearing at 5:22 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:22 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0111.

Vote: 7 - 0 Motion carried

6. 7. **Public Hearing - Planning (District 3):** Ordinance No. 2022-O0112, for Zone Case 1771-C, a request of Big Cat Properties, Inc. for Buslon, Inc., for a Specific Use for a Game Room on property zoned Commercial District (C-4), at 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99.

Mayor Payne opened the public hearing at 5:22 p.m.

Trey Strange, the proponent and owner of Big Cat Properties, Inc., appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:25 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0112.

Vote: 7 - 0 Motion carried

6. 8. **Public Hearing - Planning (District 4):** Ordinance No. 2022-O0113, for Zone Case 3465, a request of Hugo Reed & Associates, Inc. for Loop 88, LLC, for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

Mayor Payne opened the public hearing at 5:25 p.m.

Thomas Payne, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:27 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0113.

Vote: 7 - 0 Motion carried

6. 9. **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0114, for Zone Case 2995-FF, a request of CMS Properties for 69th Street Development, LTD, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J.

Mayor Payne opened the public hearing at 5:27 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:27 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0114.

Vote: 7 - 0 Motion carried

6. 10. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0102, for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11.

Kristen Sager, director of planning, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0102.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

6. 11. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 5015 University Avenue, Suite A3, for an alcoholic beverage permit for Paradise Lounge, LLC.

This item failed.

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

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

Vote: 1 - 6 Failed

NAY: Mayor Tray Payne
Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale
Council Member Mark W. McBrayer
Council Member Dr. Jennifer Wilson

6:09 P.M. CITY COUNCIL ADJOURNED

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

The July 26, 2022 Regular City Council Meeting minutes were approved by the City Council on the 23rd day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 1, 2022
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 1st of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

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

1. 1. Presentation and discussion of the Proposed FY 2022-23 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the proposed FY 2022-23 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to, FY 2021-22 year report, FY 2022-23 executive overview, unemployment rates, inflation, oil and natural gas pricing, insurance, excess reserves and policy levels, property tax, sales tax, rate schedules and fee changes, historic staffing levels and staffing changes, street maintenance, capital program, vehicles, equipment, proposed compensation adjustments, funding sources, expenses, and debt profile. Blu Kostelich, chief financial officer, gave a presentation on investment earnings and answered questions from City Council.

Mr. Atkinson further presented on the General Fund, consisting of: Administrative Services, City Attorney, City Council, City Manager, City Secretary, Facilities Management, Finance, Human Resources, Internal Audit, Non-Departmental, Cultural & Recreational Services (including Libraries, Museums, and Parks & Recreation), Development Services (including Building Safety, Code Enforcement, Environmental Health, and Planning), Public Works (including Engineering, Solid Waste, Streets, and Traffic), and Public Safety (including Animal Services, Lubbock Fire Rescue, Lubbock Police Department, Municipal Court, and Public Health).

Shaun Fogerson, fire chief; Wood Franklin, division director of public works; Colby VanGundy, director of parks and recreation; and Judge Jorge E. Hernandez, municipal court judge, gave comments and answered questions from City Council.

Joe Jimenez, financial planning & analysis manager for LP&L, gave a presentation on the proposed FY 2022-23 Operating Budget and Capital Program for Lubbock Power & Light and answered questions from City Council. Discussion included, but was not limited to, the LP&L revenue and expense summary and the rate model.

Discussion ensued among City Council regarding the presentation, requests for additional information on various topics, and further direction to the city manager, as it relates to the proposed budget.

5:55 P.M. CITY COUNCIL ADJOURNED

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

The August 1, 2022 Special City Council Meeting minutes were approved by the City Council on the 23rd day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 2, 2022
1:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 2nd of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
- *1.1-1.2*

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

1. 1. 2022 Citizens Advisory Committee Recommendation regarding Street and Roadway Construction and Repair Needs.

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

Heather Keister, chair of the Citizens Advisory Committee, gave a presentation on the Committee's recommendations regarding street and roadway construction and repair needs and answered questions from City Council. Topics discussed included: the Committee's charge and objectives; data collection; pavement condition within the city of Lubbock; current street maintenance projects; the thoroughfare plan; current capital improvement projects; unpaved roads; Lubbock County and Texas Department of Transportation projects; and the Committee's recommendations which included the following: a November 2022 bond election featuring a single proposition with $200 million for recommended roadway projects, the formation of a privately funded political action committee that would promote the bond proposition, increasing cash appropriations for street maintenance projects, proceeding with utility relocations along Broadway, and proceeding with the development and adoption of a design for Broadway in accordance with the City of Lubbock Code of Ordinances.

Mr. Atkinson, Blu Kostelich, chief financial officer; and Wood Franklin, division director of public works, gave comments and answered questions from City Council.

City Council gave direction to staff to provide information regarding the cost of each proposed project; the design of each proposed project; a list of neighborhood streets that are included in the

proposed bond proposition; and a list of projects that the Committee recognized as necessary, but did not make the list of projects included in the proposed bond proposition.

1. 2. Presentation and discussion of the Proposed FY 2022-23 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the proposed FY 2022-23 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to, Enterprise Funds (including Lubbock Preston Smith International Airport, Cemetery, Civic Center, Lake Alan Henry, Storm Water, Transit, and Water/Wastewater); Internal Services (including Fleet Services, Health Benefits, Information Technology [consisting of: Information Technology, GIS & Data Services, Telecom, and Radio Shop], Investment Pool, Print Shop, Risk Management, and Warehouse); Major Special Revenue Funds (including Central Business District TIF, Lubbock Business Park TIF, North Overton TIF, Community Development, Economic Development, Gateway Streets, and Hotel Occupancy Tax Funds); and Non-Major Special Revenue Funds.

Colby VanGundy, director of parks and recreation; Chris Mandrell, general manager of Citibus; Wood Franklin, division director of public works; and Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., gave a presentation on the proposed FY 2022-23 Operating Budget for LEDA, Market Lubbock, Inc., Visit Lubbock, and the Lubbock Sports Authority and answered questions from City Council. Lindley Herring, treasurer of the Civic Lubbock, Inc. Board of Directors, gave a presentation on the proposed FY 2022-23 Operating Budget for Civic Lubbock, Inc. and answered questions from City Council.

Jana Johnston, chief financial officer/chief operating officer for LEDA; and Vicki Key, projects coordinator for Civic Lubbock, Inc., gave comments and answered questions from City Council.

Discussion ensued among City Council regarding the presentation, requests for additional information on various topics, and further direction to the city manager, as it relates to the budget.

5:01 P.M. CITY COUNCIL ADJOURNED

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

The August 2, 2022 Special City Council Meeting minutes were approved by the City Council on the 23rd day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10907
Regular City Council Meeting 5. 1.
08/23/2022:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 0062-F, a request of S&R Auto Group, LLC for Maria Infante, for a zone change from Local Retail District (C-2) and General Retail District (C-3) to Commercial District (C-4), at 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 28, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, AICP, Director of Planning
Planning and Zoning Commission

Attachments

Ordinanace 0062-F
Staff Report 0062-F
Documentation 0062-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 0062-F; A ZONING CHANGE FROM C-2 AND C-3 TO C-4 ZONING DISTRICT AT 2015 AND 2017 CLOVIS ROAD, LOCATED SOUTH OF CLOVIS ROAD AND WEST OF TEMPLE AVENUE, LOONEY ADDITION, BLOCK 55, THE WEST PART OF LOTS 6-9, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 0062-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2 and C-3** to **C-4** zoning district at 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC0062-F
8.01.22

Planning Department
City of Lubbock

Staff Report	Zone Case 0062-F
City Council Meeting	August 23, 2022

Applicant S&R Auto Group, LLC

Property Owner Maria Infante

Council District 1

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- February 7, 1921, Ordinance No. 197: The subject property was annexed into city limits.
- March 13, 1941, Ordinance No. 661: The subject property was zoned Light Manufacturing District (J).
- August 28, 1947, Zone Case 0062-E, Ordinance No. 828: The subject property was rezoned from J to Multi-Family District (C) and Local Retail District (F).
- July 9, 1953, Zone Case 426, Ordinance No. 1422: The southern portion of the subject property was rezoned from C to Local Retail District (F).
- April 6, 1955, Ordinance No. 1695: The southern portion of the subject property was rezoned from C-2 to General Retail District (C-3) through the 1955 Zoning Ordinance.
- July 28, 2022, Zone Case 0062-F: The Planning and Zoning Commission recommended approval for a zone change from C-2 and C-3 to Commercial District (C-4) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 11
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Looney Addition, Block 55, the west part of Lots 6-9, prior to 1974 and is currently developed with a nutrition office and an abandoned used cars and trucks office, constructed in 1959.

Adjacent Property Development

This property is surrounded by commercial retail businesses zoned Commercial District (C-4) to the north, east, and west; and by an industrial manufacturing building zoned General Retail District (C-3) to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue. The applicant requests a zone change from General Retail District (C-3) and Local Retail District (C-2) to Commercial District (C-4).

Current zoning: **General Retail District (C-3) and Local Retail District (C-2)**

Requested zoning: **Commercial District (C-4)**

Intent Statements
The intent of the current C-3 zoning is "to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered
The intent of the current 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 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."

Traffic Network/Infrastructure Impacts
The property is located south Clovis Road, which is designated as a Principal Arterial, and west of Temple Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are routes whose function is to serve high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property
The proposed zone changes are 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 commercial uses. The request for C-4 zoning is consistent with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district, and should not require additional improvements.

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

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 0062-F

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from Clovis Road and Temple Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Clovis Road *Principal Arterial*	R.O.W. 110 feet, seven - lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Temple Avenue *Local Street*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 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

4.1 **District 1**

Zone Case 0062-F: S&R Auto Group, LLC for Maria Infante

Request for a zone change from Local Retail District (C-2) and General Retail District (C-3) to Commercial District (C-4), at:

- 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9.

PLANNER ASLYN HENRY stated there were eleven (11) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT MARIA INFANTE 2015 Clovis Road stated she is requesting C-4 for an auto dealership. There is currently a nutrition store operating on the property.

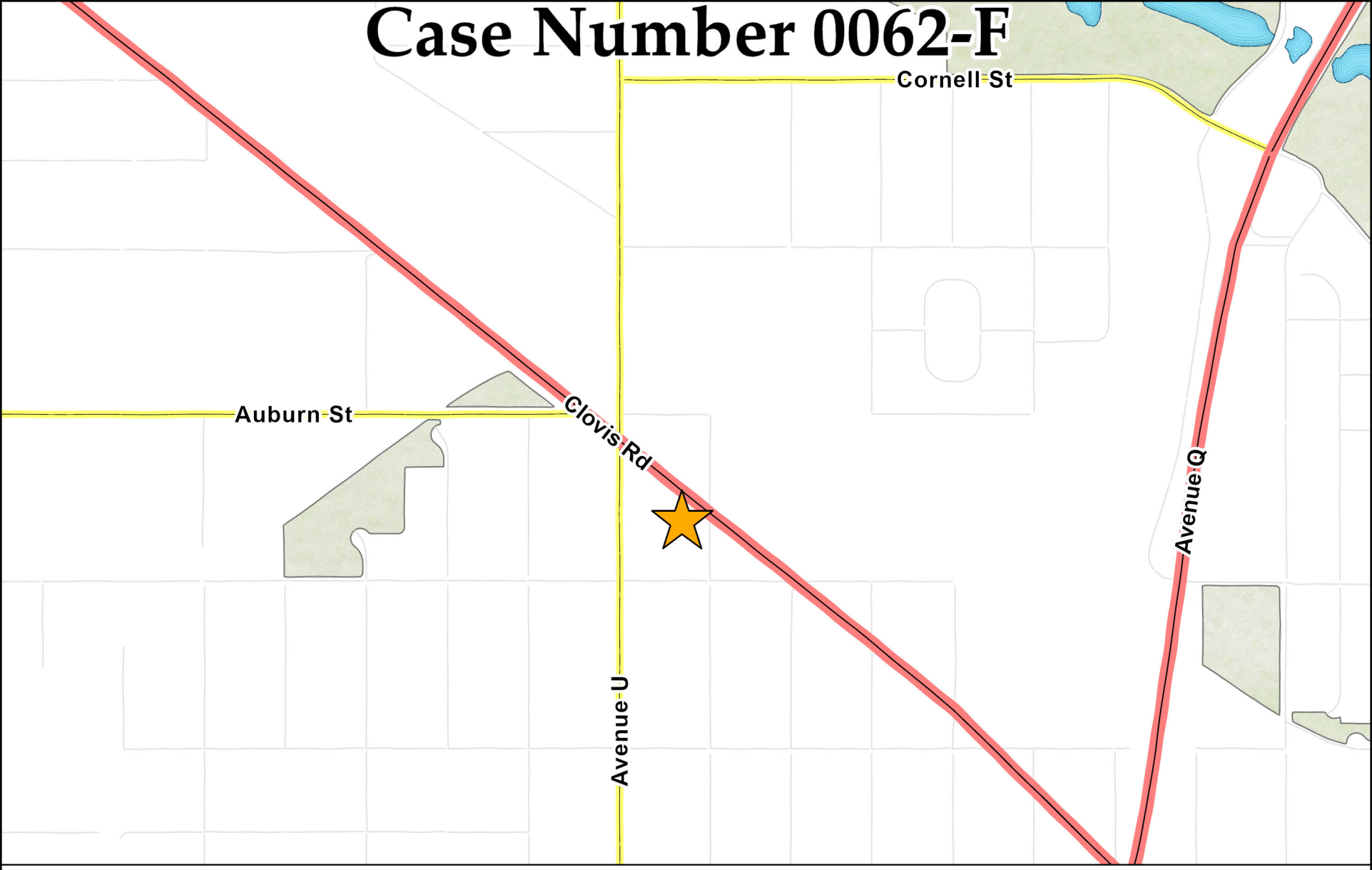
No one spoke in opposition or in favor of the request.

BOARD MEMBER SUSAN TOMLINSON commented an auto dealership would be a good fit.

BOARD MEMBERS JAMES BELL and **JORDAN WHEATLEY** agreed.

In the matter of **Zone Case 0062-F**, a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 0062-F

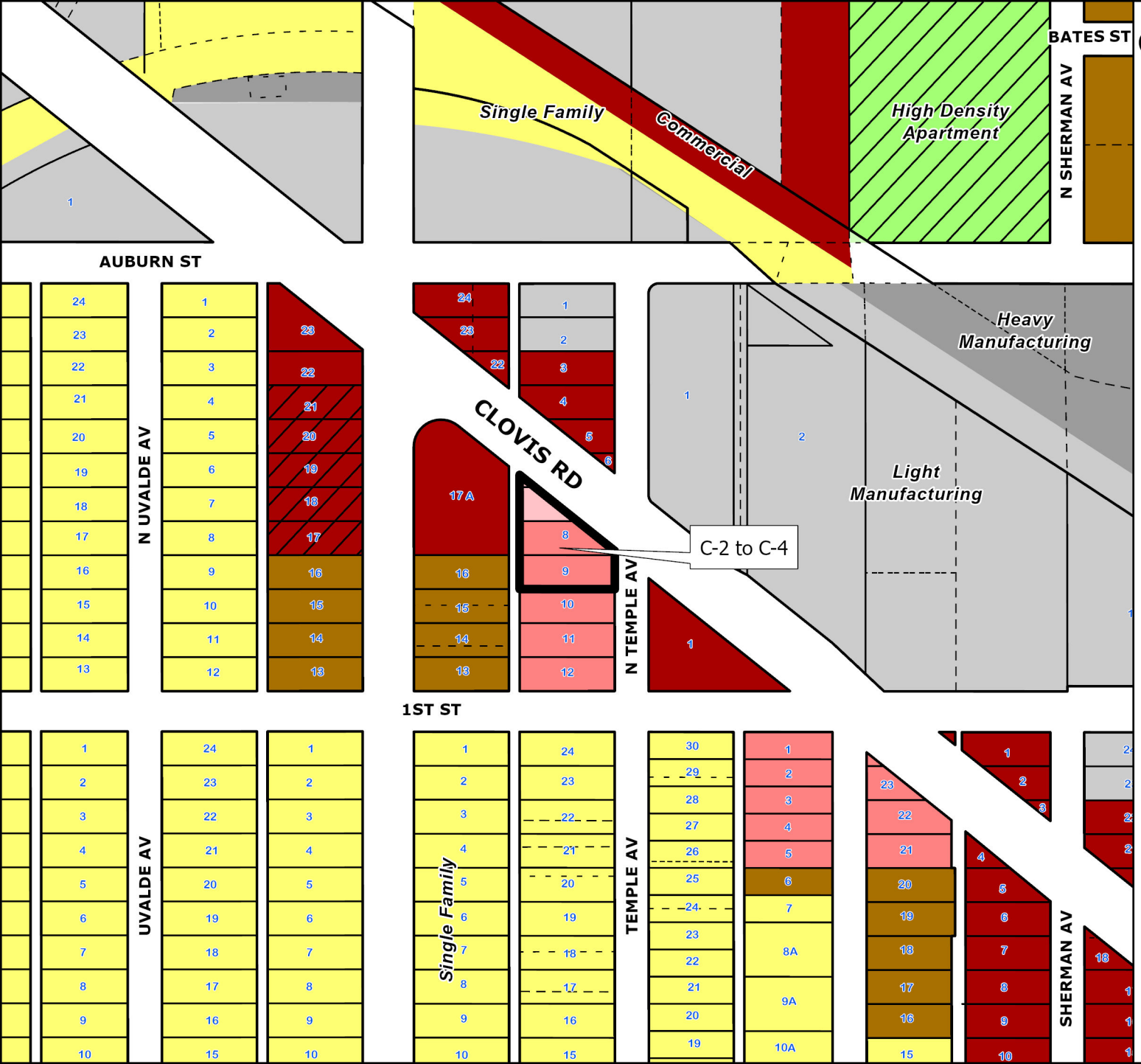


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2022

Case Number 0062-F



Current Zoning

0062-F

Zoning Districts

- Family Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Heavy Manufacturing
- Single Family
- Multi-Family

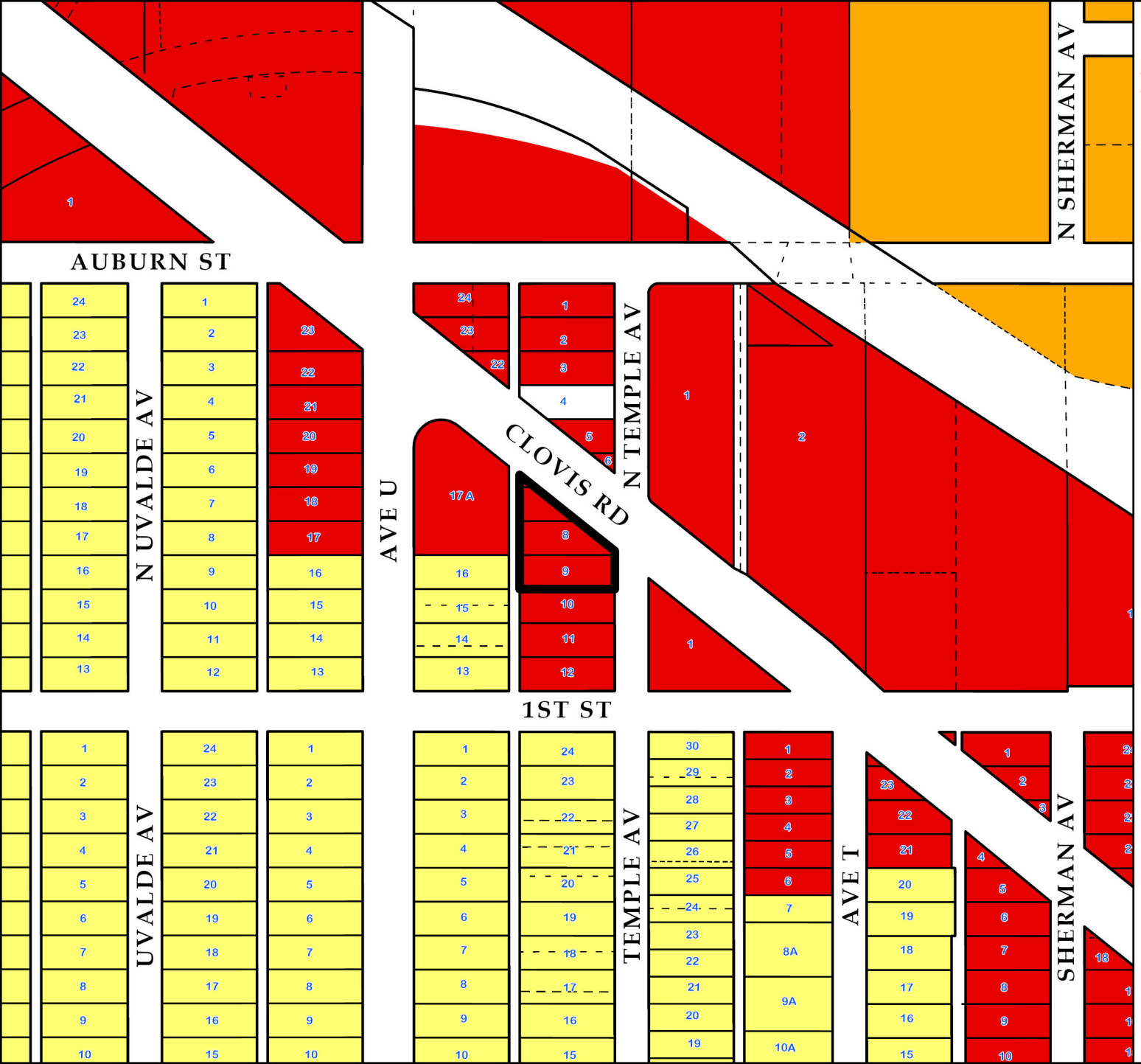
N

0 150 300

Feet

City of Lubbock TEXAS

Date Exported: July 2022



Future Land Use Plan
Case 0062-F

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

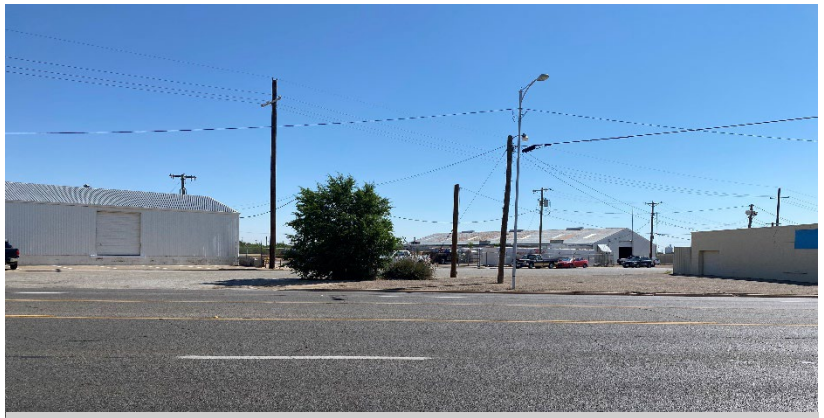
N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022

South View—Subject Property.



North View.

East View.

West View.

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2015 Clovis Rd Lubbock TX 79415

Lots/Tracts: 6-9

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 0.36

Existing Land Use: Nutrition Existing Zoning: C-2

Requested Zoning: C-4 (car dealership)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: ~~Sadulla Hajiyev~~ S&R Auto Group LLC

Name: Sadulla Hajiyev

Address: 2502 108th place City: Lubbock State: TX

ZIP Code: 79423 Telephone: 8064129496 Email: Sadulla.hajiyev@gmail.co

Applicant's Signature:

Date: 6/23/22 Printed Name: Sadulla Hajiyev

Owner Information

Firm Name: Maria Infante

Owner: Maria Infante

Address: 20202 County Rd 2340 City: Lubbock State: TX

ZIP Code: 79423 Telephone: 8065597707 Email:

Property Owner's Signature: Maria Infante

Date: 6/23/22 Printed Name: Maria Infante

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.

AI# 10911
Regular City Council Meeting
08/23/2022:

5. 2.

Information

Agenda Item

Public Hearing – Planning (District 2): Consider a request for Zone Case 343-A, a request of Big D's, LLC for Terry Humphrey, for a Specific Use for a bar on property zoned Commercial District (C-4), at 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 28, 2022, and recommended denial of the request by a vote of 1-5-0. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, AICP, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 343-A
Staff Report 343-A
Documentation 343-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 343-A; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR BAR AT 518 EAST 34TH STREET, LOCATED SOUTH OF EAST 34TH STREET AND WEST OF GLOBE AVENUE, BERRY ADDITION, BLOCK 1, LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 343-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **C-4 Specific Use for a bar** at 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1, City of Lubbock, Lubbock County, Texas, subject to requirements, .

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-4** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3103(u)(4) of Codified Zoning Ordinance No. 7084 on the property described as 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC343-A
08.01.22

Planning Department
City of Lubbock

Staff Report	Zone Case 343-A
City Council Meeting	August 23, 2022

Applicant Big D's, LLC

Property Owner Terry Humphry

Council District 2

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- December 26, 1949, Ordinance 945: This property was annexed and zoned District (A).
- April 1, 1950, Zone Case 0097, Ordinance No. 982: This property was rezoned from District (A) to Commercial District (F).
- April 24, 1952, Zone Case 343, Ordinance No. 1205: This property was rezoned from Commercial District (F) to Commercial District (H).
- April 6, 1955, Ordinance 1695: The zoning was updated from Commercial District (H) to Commercial District (C-4).
- July 28, 2022, Zone Case 343-A: The Planning and Zoning Commission recommended denial of a Specific Use for a bar on property zoned Commercial District (C-4) by a vote of 1-5-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Berry Addition, Block 1, Lot 1 on January 14, 1946 and developed with a commercial building in 1954. This property has operated as a bar since 1972, but has not held a current TABC license since 2019.

Adjacent Property Development

The property to the east is zoned Light Manufacturing District (M-1) and is developed with a commercial business. The property to the south is zoned Two-Family District (R-2) and developed with residential homes. The property to the west is zoned Commercial District (C-4) and is developed with a commercial business. The property to the north is zoned Heavy Manufacturing District (M-2) and is developed with a co-op gin.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 518 East 34th Street, located south of 34th Street and west of Globe Avenue. The applicant requests a Specific Use for a Bar on property zoned Commercial District (C-4).

Current zoning: **Commercial District (C-4)**

Requested zoning: **Specific Use for a Bar**

Intent Statements

The intent of the current C-4 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 requested Specific Use zoning is, "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The subject property is along 34th Street and Globe Avenue with 34th Street designated as a Minor Arterial and Globe Avenue designated as a Collector by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network, and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Collector streets provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the zoning ordinance and is appropriate adjacent to other commercial zonings and uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use, and should not require additional improvements.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C Aerial Map
D. Zoning Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 343-A

Allowable Uses: Specific Use District

Commercial District (C-4)

Transportation: The proposed development has points of access from East 34th Street and Globe Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East 34th Street, *Minor Arterial, Completed*	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Globe Avenue, *Collector, Completed*	R.O.W 64 feet, two-lane, undivided, paved	R.O.W 64 feet, three-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.2 **District 2**

Zone Case 343-A: Big D's, LLC for Terry Humphrey

Request for a Specific Use for a bar on property zoned Commercial District (C-4), at:

- 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1.

PLANNER ASHLEY PADILLA stated there were twelve (12) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT LASONDRA BLACK 1309 East Queen Street stated she is the tenant of the property. She has been renting the space from Mr. Humphrey for about three months and during that time has been renovating the inside of the property. She was unaware of the Specific Use required to open a bar, until she applied for a TABC license.

OPPOSITION DON BYBEE 514 East 34th Street, owns the property next door. He purchased his building in January 2003 and has since erected a chain link fence between the properties, due to the bar patrons parking on his property. There have been many unsavory things going on behind the bar and he

has been dealing with trash thrown over the fence. He has had staff resign due to the bar being located there, since his business has employees on-call for emergencies. There was also a murder in 2009 on the property, which remained unsolved for a long period. He was ecstatic when the bar closed down.

No one spoke in favor of the request.

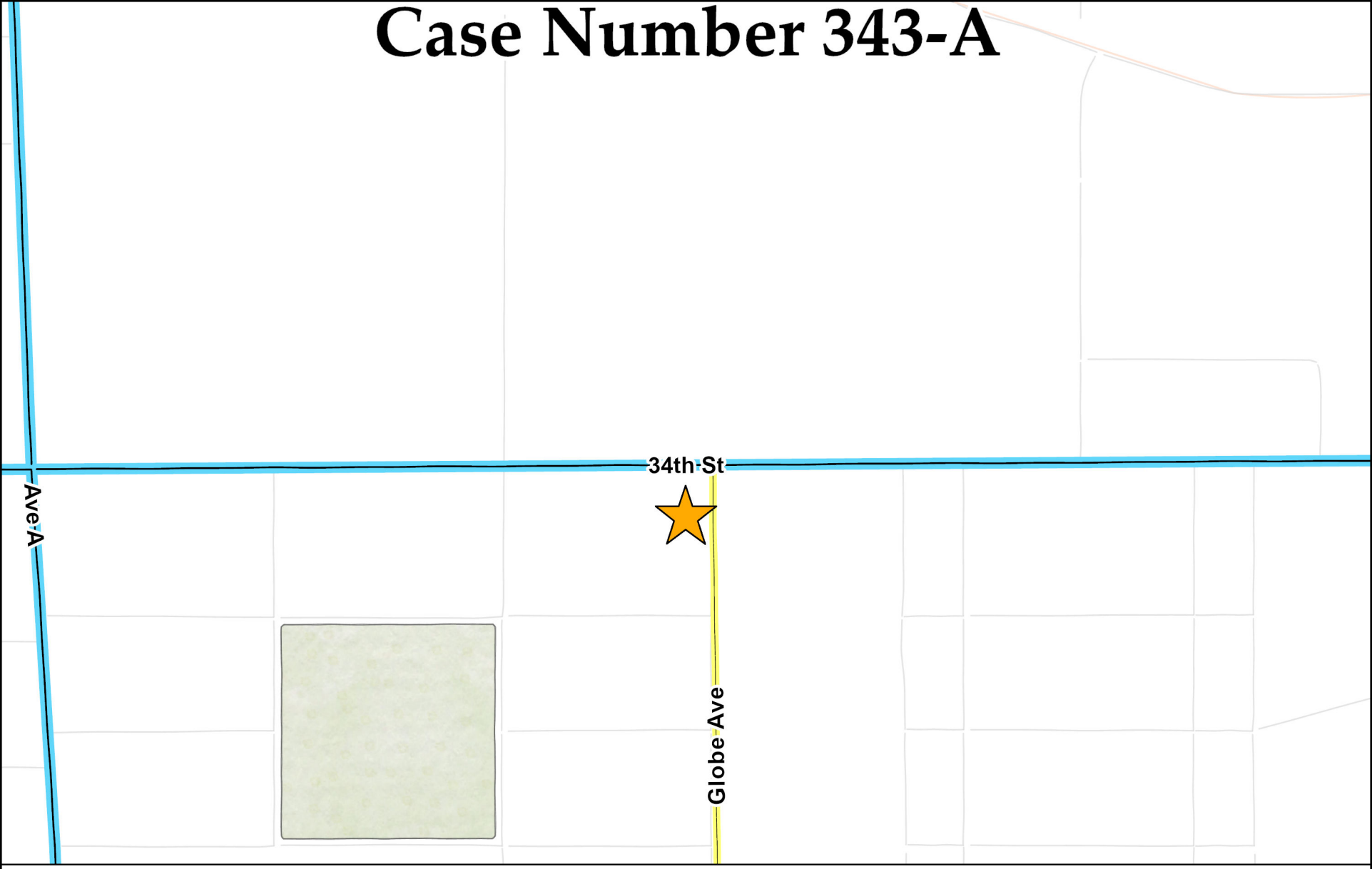
CHAIR ZACH SAWYER stated he understands the frustration, but the location was a bar from 1972 to 2019 and not much if anything has changed.

Several of the board members had a discussion regarding adjacent residential uses, including single-family homes to the south and apartments to the west.

In the matter of **Zone Case 343-A**, a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 1 (in favor) to 5 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

CHAIR SAWYER cast the vote in favor.

Case Number 343-A

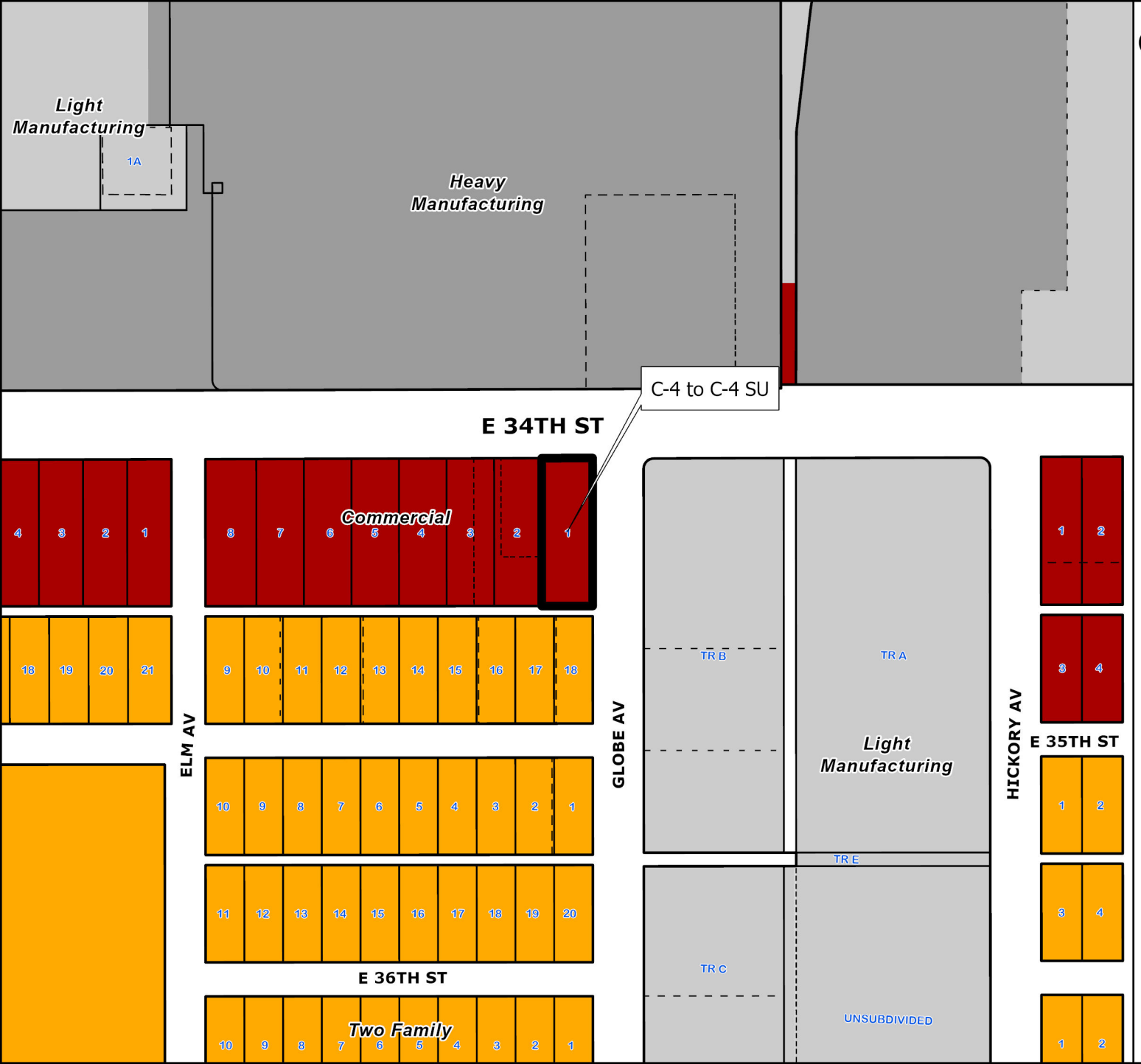


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2022

Case Number 343-A



Current Zoning

343-A

Zoning Districts

- Commercial
- Light Manufacturing
- Heavy Manufacturing
- Two Family

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022

343-A

Subject property. View to the South.

View to the east.

View to the west.

View to the 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: 518 34th street Lubbock TX 79404

Lots/Tracts: 1

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: .37 acres

Existing Land Use: Bar - Commercial Existing Zoning: C4

Requested Zoning: C4 w/ specific use for a bar (Boss Office Bar)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Big D's LLC

Name: Lashunda Black

Address: 518 34th St City: Lubbock State: TX

ZIP Code: 79403 Telephone: (806)535-4118 Email: lashundablack81@gmail.com

Applicant's Signature: Lashunda Black

Date: 11-23-22 Printed Name: Lashunda Black

Owner Information

Firm Name: ~~Terry Humphrey~~ TH

Owner: Terry Humphrey

Address: 6310 74th St City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806)543-8855 Email: terryhumphrey5@gmail.com

Property Owner's Signature: Terry Humphrey

Date: 11-23-22 Printed Name: Terry Humphrey

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.

AI# 10908
Regular City Council Meeting 5. 3.
08/23/2022:

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 1223-C, a request of Boulder Venture, LLC for South Loop S6, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2) at 2551 South Loop 289, located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 28, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, AICP, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1223-C
Staff Report 1223-C
Documentation 1223-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1223-C; A ZONING CHANGE FROM C-3 TO A-2 ZONING DISTRICT AT 2551 SOUTH LOOP 289, LOCATED SOUTH OF SOUTH LOOP 289 AND WEST OF UNIVERSITY AVENUE, TIMES SQUARE ADDITION, LOT 1-B-1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and 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 1986 Comprehensive Land Use Plan as amended, which protects 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 29-10 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. 1223-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **C-3** to **A-2** zoning district at 2551 South Loop 289, Located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1 City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 29-31 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CityAtt/Kelli/Zones/ZC1223-C
08.01.22

Planning Department
City of Lubbock

Staff Report	Zone Case 1223-C
City Council Meeting	August 23, 2022

Applicant Boulder Venture, LLC

Property Owner South Loop S6, LLC

Council District 4

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- June 11, 1959, Zone Case 769, Ordinance No. 2813: This property was zoned Single-Family District (R-1).
- May 14, 1964, Zone Case 1223, Ordinance No. 4404: This property was rezoned from R-1 to Local Retail District (C-2) with the condition that the property be developed according to the approved site plan.
- July 11, 1968, Zone Case 1223-A, Ordinance No. 5484: The condition on the previous zone case was repealed.
- October 12, 1978, Zone Case 1223-B, Ordinance No. 7743: This property was rezoned from C-2 to General Retail District (C-3).
- July 28, 2022, Zone Case 1223-C: The Planning and Zoning Commission recommended approval of a zone change from C-3 to High-Density Apartment District (A-2) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 10
- Received In Favor: 1
- Received In Opposition: 2

Site Conditions and History
The property was platted as Time's Square Addition, Lot 1B1 in 1984 and is currently being used as a hotel, which was built in 1985.

Adjacent Property Development
This property is surrounded by commercial buildings zoned C-3 to the south and west; a vacant restaurant recently zoned High-Density Apartment District (A-2) to the east; and to the north across South Loop 289 are single-family homes zoned R-1 and a private school zoned A-2.

Item Summary
The subject property is located at 2551 South Loop 289, south of South Loop 289 and west of University Avenue. The applicant is requesting a zone change from General Retail District (C-3) to High-Density Apartment District (A-2).

Current zoning: **General Retail District (C-3)**

Requested zoning: **Commercial District (A-2)**

Intent Statements
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such

as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

Traffic Network/Infrastructure Impacts
The location is along South Loop 289, which is designated as a Freeway and west of University Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. Although the proposed zone change to A-2 would not be consistent with the Future Land Use Plan, it is appropriate near commercial property and the adjacent property also zoned A-2.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located in an appropriate location along a freeway and adjacent to other A-2 and commercial zoning.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the A-2 district. Additional infrastructure improvements would not be necessary.

Attachments

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

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1223-C

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has points of access from 74th Street and South Loop 289.

Thoroughfare	Existing	Per Thoroughfare Development Plan
74th Street, *Local Street, Completed*	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved
South Loop 289, Freeway, Completed	R.O.W. 300 feet, ten-lane, divided, paved	R.O.W. 300 feet, ten-lane, divided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.4 **District 4**

Zone Case 1223-C: Boulder Venture, LLC for South Loop S6, LLC

Request for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2) at:

- 2551 South Loop 289, Located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1.

DIRECTOR OF PLANNING KRISTEN SAGER stated there were ten (10) notifications sent out and one (1) returned in favor and two (2) in opposition. The letters in opposition are concerned about an increase in traffic and density. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT ROBERT SCHMIDT 311 East Chicago Street Milwaukee, WI, advised he is part of the development team for this project. They have completed this type of project all over the country since 2016. They take hotels that were originally built by Marriot and are set up for natural conversions to apartments. They only update the interior and will not be adding more units. The units already have separate entrances. The conversion to apartments will remove the nightly hotel use, to pre-screened, background checked tenants, who are required to enter into a twelve-month lease. They do not anticipate an increase in traffic.

No one spoke in favor or in opposition of the request.

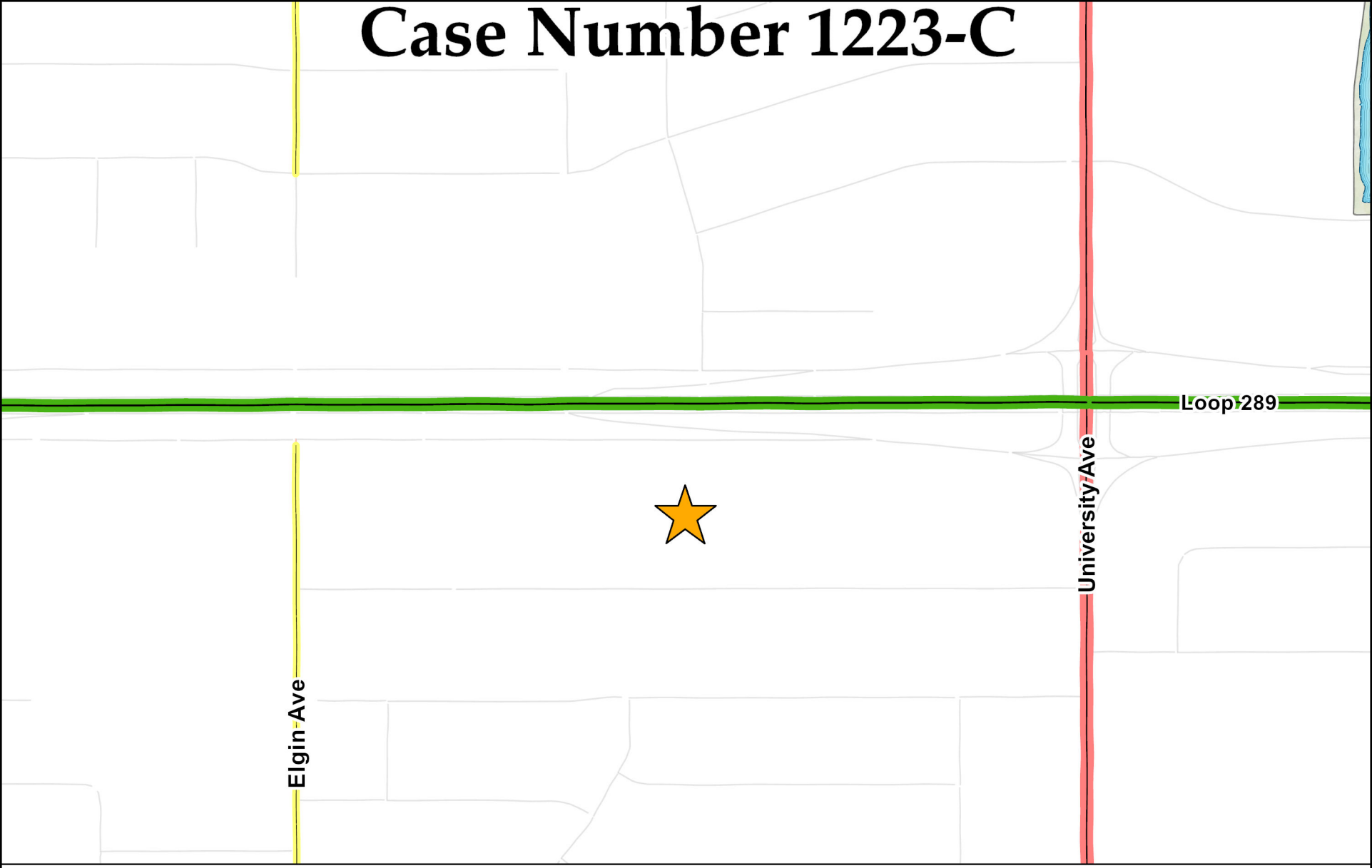
BOARD MEMBER JAMES BELL stated the project makes sense. It will be a nice improvement from what it is now.

BOARD MEMBER JORDAN WHEATLEY agreed.

BOARD MEMBER SUSAN TOMLINSON also agreed. If the request is not approved, then the area could get worse.

In the matter of **Zone Case 1223-C** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1223-C

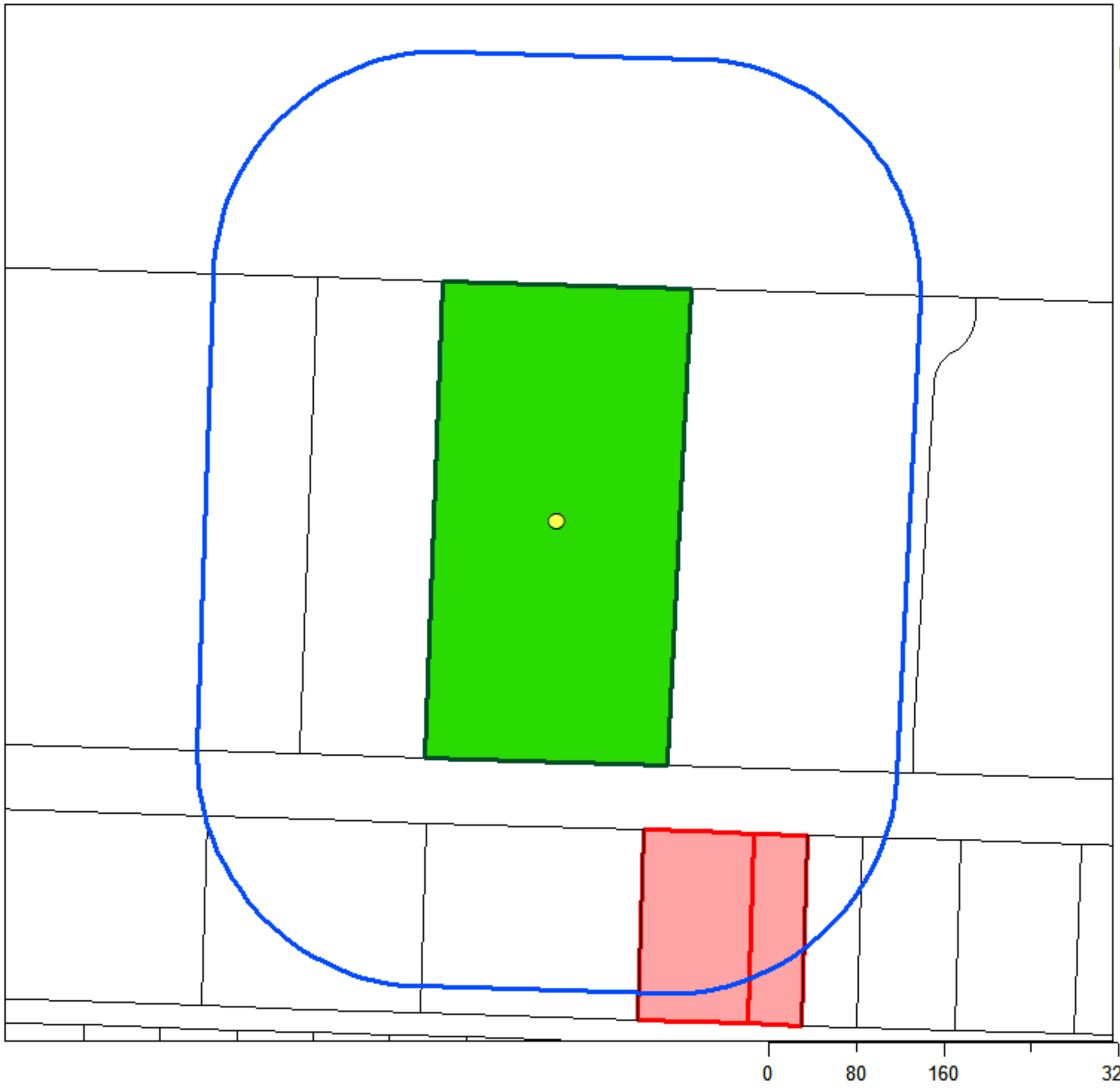


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2022

PZC Mailout Notifications Received



N

Legend

- LocatorPnt1223_C
- MailoutBuffer1223_C
- <all other values>

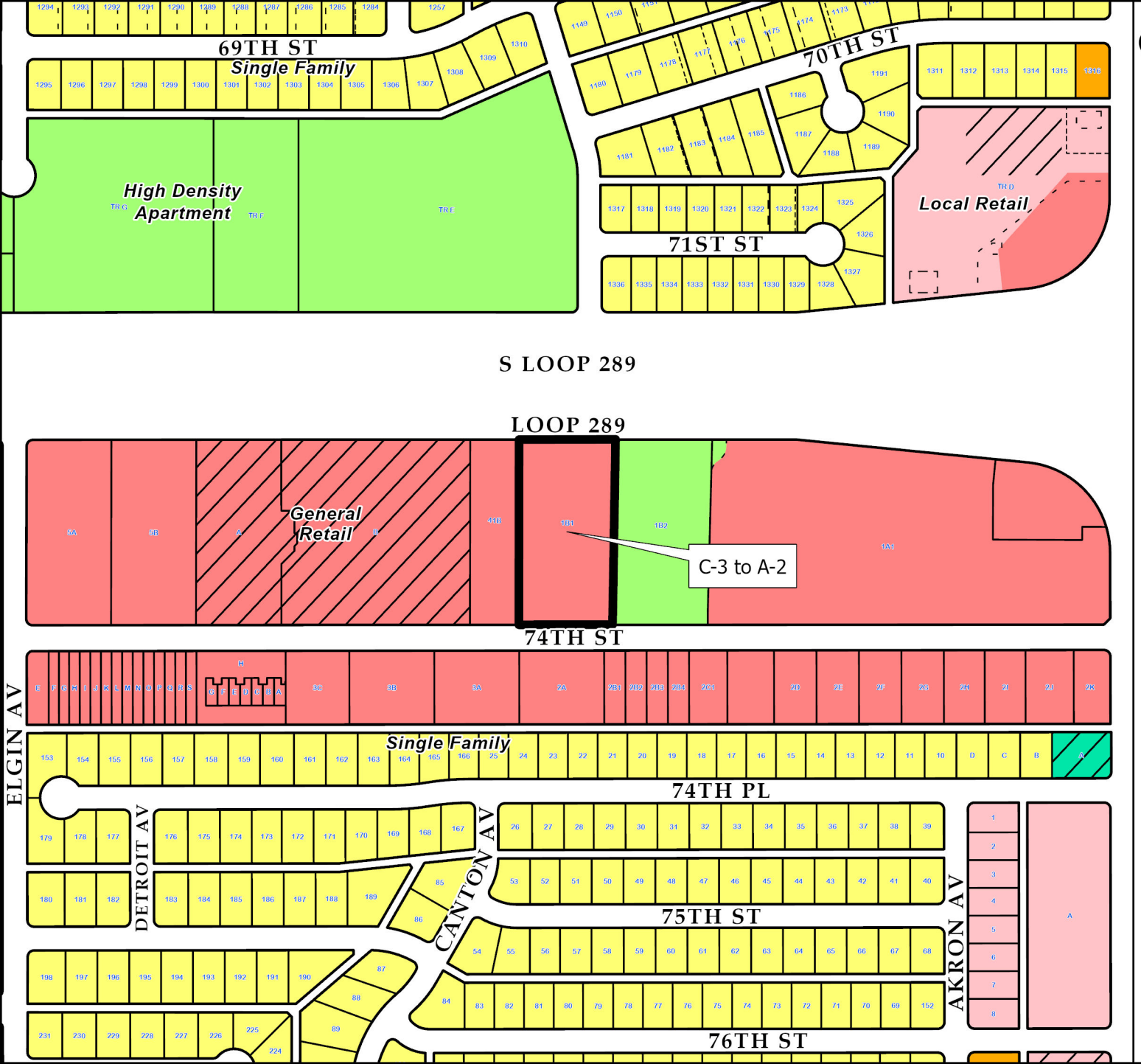
Notification Result

- In Favor
- No Feedback
- Opposed
- LCAD.DBO.TaxParcel

0 80 160 320 Feet

Created by Planning Department
Date: 8/1/2022

Case Number 1223-C



Current Zoning
1223-C
Zoning Districts

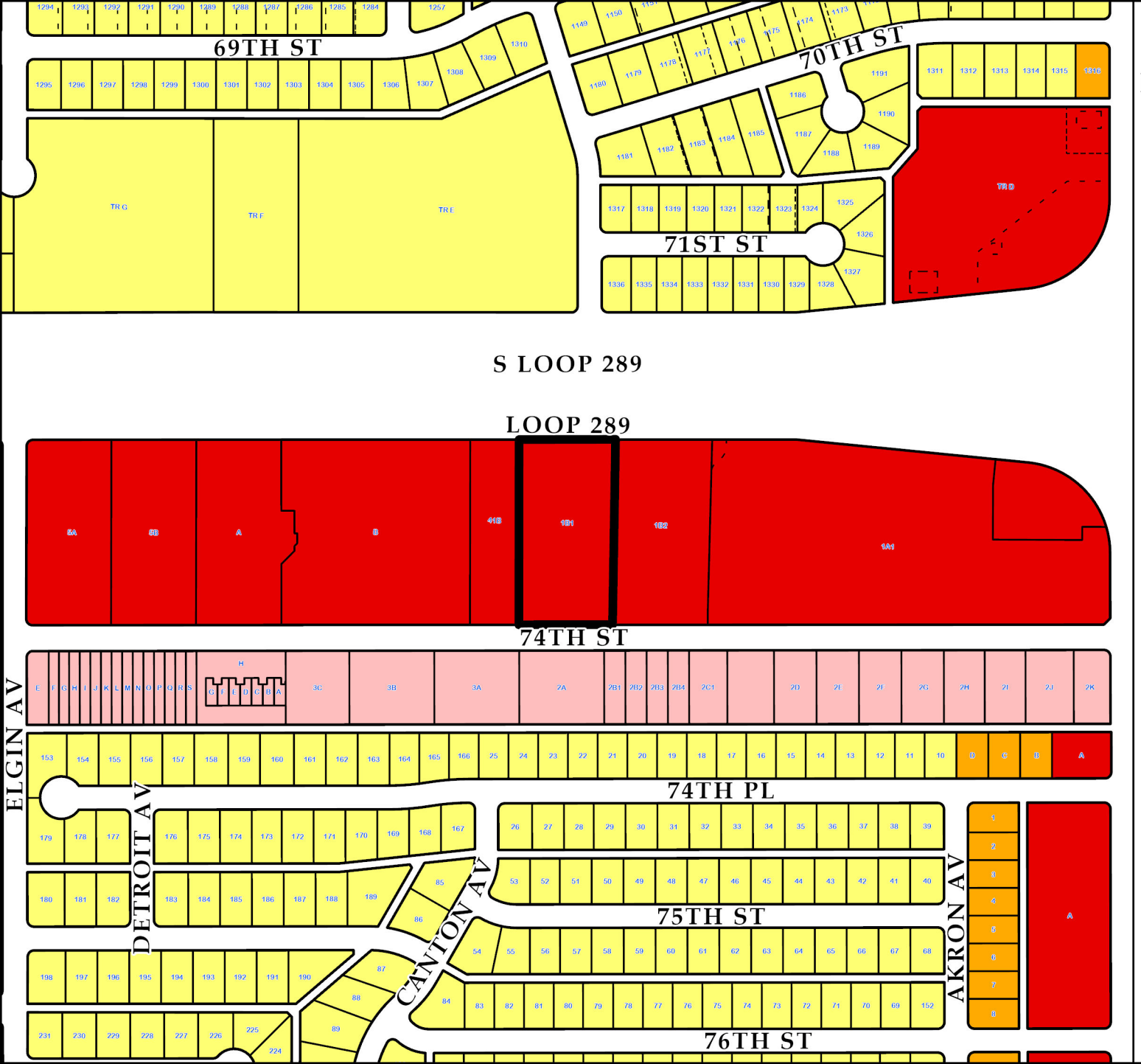
- Family Apartment
- High Density Apartment
- Apartment-Medical Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- General Retail Specific Use
- Single Family
- Two Family

N

0 150 300
Feet

City of Lubbock TEXAS

Date Exported: July 2022



Future Land Use Plan
Case 1223-C

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022

1223-C

Subject property. View to the South.

View to the west.

View to the east.

View to the north.

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2551 South Loop 289

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☑ Total Acreage of Request: 2.25

Existing Land Use: Hotel/Motel Existing Zoning: General Retail (C-3)

Requested Zoning: High-Density Apartment District (A-2)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Boulder Venture, LLC

Name: Curt Smith & Robert Schmidt

Address: 311 East Chicago Street, Suite 210 City: Milwaukee State: WI

ZIP Code: 53202 Telephone: 414.271.1216 Email: curt@boulderventure.com
res@boulderventure

Applicant's Signature: Curtis W. Smith

Date: 6/22/22 Printed Name: Curtis W. Smith

Owner Information

Firm Name: South Loop S6, LLC

Owner: Subodh I. Patel

Address: PO Box 64310 City: Lubbock State: TX

ZIP Code: 64310 Telephone: 806.239.8009 Email: subodhipatel@hotmail.com

Property Owner's Signature: S. I. Patel

Date: 6/21/22 Printed Name: SUBODH I. PATEL

Preparer Information

Preparer's Signature: Curtis W. Smith

Date: 6/22/22 Printed Name: Curtis W. Smith

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.

TRACT 1: (FEE SIMPLE)

Lot One-B-1 (1-B-1), a replat of Lot 1-B of Time's Square Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof, recorded in Volume 1898, Page 650, Deed Records, Lubbock County, Texas.

TRACT 2: (EASEMENT ESTATE)

As created in Agreement and Easements recorded in Volume 1893, Page 19, Deed Records of Lubbock County, Texas, and Map, Plat and/or Dedication Deed recorded in Volume 1898, Page 650, Deed Records of Lubbock County, Texas, and being more fully described by metes and bounds as follows:

The South Twenty-Five Feet (S 25') of the North Fifty-One Feet (N 51') of Lot One-B-Two (1-B-2), TIME'S SQUARE Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof, recorded in Volume 1898, Page 650, Deed Records of Lubbock County, Texas, as described in Agreement and Easements recorded in Volume 1893, Page 19, Deed Records of Lubbock County, Texas.

TRACT 3: (EAEMENT ESTATE)

As created in Agreement and Easements recorded in Volume 1893, Page 19, Deed Records of Lubbock County, Texas and in Map, Plat and/or Dedication Deed recorded in Volume 1643, Page 75, Deed Records of Lubbock County, Texas, and being more fully described by metes and bounds as follows:

METES AND BOUNDS DESCRIPTION of a portion of Lot 1-A, Time's Square Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof, recorded in Volume 1643, Page 75, Deed Records of Lubbock County, Texas, as described in Agreement and Easements recorded in Volume 1893, Page 19, Deed Records of Lubbock County, Texas and being further described as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of Lot 1-A, Time's Square Addition, for the Northernmost Northwest corner of this easement;

THENCE N. 89°57'00" E., along the South right-of-way line of Loop 189, also being the North line of said Lot 1-A, a distance of 33.5 feet to a cut crow's foot found at the Northeast corner of this easement;

THENCE S. 00°03'00" E., a distance of 15.00 feet to a pk nail w/cap set for a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having a radius of 41.50 feet, a central angle of 58°, tangent lengths of 23.00 feet, and a chord distance of 40.24 feet to a 1/2" iron rod found at a point of reverse curvature;

THENCE Southwesterly around a curve to the left, said curve having a radius of 34.20 feet, a central angle of 58°, tangent lengths of 18.37 feet, and a chord distance of 32.37 feet to a 1/2" iron rod with cap found in the West line of Lot 1-A and the East line of Lot 1-B;

THENCE N. 01°27'51 E., along said common line, a distance of 78.21 feet to the Point of Beginning.

Studio 6 Motel Conversion to Multi-Family Apartments

The goal of F Street Boulder's ownership of The Glen Luxury Townhomes - Lubbock is to provide high quality multi-family housing that is price competitive. There are several reasons to believe The Glen will be successful and beneficial to the City of Lubbock.

- The design of the facility is no longer economically viable as an extended stay hotel
- Strong demand for apartments exists and makes the conversion successful
- The physical attributes and useful life of the property are attractive and well-suited for multi-family
- Converting the property from hotel to luxury townhomes will change the resident profile from transient to pre-qualified and stable
- Delivering this product to the market provides residents with a high-quality, competitively priced apartment community with an excellent amenity package

Project Narrative

F Street Boulder plans to convert the existing Studio 6 Motel, located at 2551 South Loop 289, into an 80-unit townhouse style apartment community. Currently, the subject property is operating as a lower end motel, renting rooms for one night up to 29 nights.

The project plan is to repurpose the existing buildings so it operates as a high-quality multi-family community with a mix of studio and two-bedroom apartment units; the renters will be 12-month residents. Community amenities include a clubhouse, fitness center, business center, sport court, and outdoor pool.

Construction Plan

F Street Boulder is acquiring the property "As Is", we do not intend on demolishing or adding any buildings, nor do we plan on modifying the site plan.

The common areas of the property (parking lot, landscaping, clubhouse, laundry, signage, etc.) will be renovated. Individual apartment units will be updated (paint, flooring, appliances, etc.) where needed. There will not be any structural changes to any of the buildings.

Estimated Cost of Improvements: $1,500,000

Property Summary

Number of Units:	80
Unit Square Footage:	Studio – appx. 500 SF 2 Bdrm – appx. 975 SF
Number of Buildings:	10 Residential, 1 Office/Clubhouse
Type/Number of Units:	60 Studio Units, 20 2-Bedroom Units
Land Area:	2.25 Acres
Parking Spaces:	84

The property's access drive, circulation, parking, greenspace, and buildings currently exist; we do not intend on modifying the overall design of the community

Parking Management

The Lubbock property has 80 hotel/apartment units and 84 parking spaces.

According to the International Traffic Engineer's Parking Generation Manual, a low rise, suburban multi-family housing property in an urban/suburban setting with 100 bedrooms (60 bedrooms in the studio units and 40 bedrooms in the 2-bedroom units) requires 0.66 parking spaces per bedroom or approximately 66 parking spaces. The subject property provides 84 parking spaces.

As experienced hotel to multi-family developers we have become very adept at managing tenant and visitor parking.

In Glendale, WI we have 96 apartment units and 104 parking spaces. In Albany, NY we have 112 apartment units and 144 parking spaces.

How do we manage parking? The best example is in Glendale, we have owned the property for over 6 years and it is consistently 100% occupied; we use the following management practices:

- Property manager assigns a numbered parking space to each car; two spaces are possible for two-bedroom units, if needed and available
- Residents are not permitted to park additional cars at the property unless there is a parking space for the car
- Guests are required to register their car with the management office upon arrival
- Unfortunately, not every resident adheres to the rules initially. In Glendale, we gave warnings but eventually had to tow several cars
- The good news is that we have not had any parking issues in over 6 years!
- We will be utilizing these same management practices in Lubbock

ADDITIONAL PARKING MANAGEMENT MEASURES

As part of our property updating, we will be installing bike racks to encourage people without cars to live at the community and utilize their bicycle to travel the city.

We will be working with a paving contractor on re-striping the parking lot and possible creating more parking spaces on site.

Finally, we can speak with the neighboring property owners about leasing parking spaces from 7:00 pm to 7:00 am, in the event we need overflow parking. We have not had the conversation as we don't believe we will need the additional parking

Project Team

F Street Development and Boulder Venture are two separate real estate companies based in Milwaukee, Wisconsin.

F Street Development Profile

F STREET DEVELOPMENT

F Street Development is a privately held investment group dedicated to creating value for our stakeholders by investing responsibly in commercial real estate, helping to shape and support the communities we invest in. We are committed to providing top-quality service while focusing on developing a trusted bond with each of our stakeholders. Through deep-rooted and diverse relationships in commercial real estate, we have developed an expertise in multi-family, office, industrial, and mixed-use properties. Over the past 18+ years, our principals have been involved in the investment and development of commercial real estate projects in the Milwaukee area and beyond with a typical deal size ranging from $2 million to $30 million. We are committed to best practices through a collaborative approach of uncovering opportunities and enhancing value for our investors.

Team Members

Scott Lurie
Scott is the founder of F Street Group, an investment company that includes several industry vertical investments, including real estate, hospitality, lending, and emerging markets.
After graduating from George Washington University, Scott returned home to Milwaukee in 2004 and began investing in real estate. Since then, he has created a number of investment-specific portfolios using the "F Street" brand, including Development, Hospitality, and Investments.

As President of F Street Development, Scott has been the driving force behind acquiring the initial real estate assets and continues to look for new investments that meet his stringent criteria, while focusing on helping to improve the communities where he invests.

Josh Lurie
Josh is a partner with F Street Development. He received a BBA from UW-Madison in Accounting and Finance, Investment and Banking, and received a JD from Marquette University and is licensed to practice law in Wisconsin.

Prior to joining F Street Development in 2018, Josh practiced real estate law at Husch Blackwell. Before that, Josh worked at the office of Deloitte & Touche in their audit group, auditing public and non-public companies.

Josh focuses on sourcing and underwriting investment opportunities, performing legal work, and working closely with our investors to ensure proper communication and transparency.

Boulder Venture Profile

Boulder Venture is a full-service development firm founded on quality, integrity and dedication. We provide an energetic, flexible and personalized approach to real estate development. Based in Milwaukee and inspired by the Great Lakes region, we are committed to partnerships that bring innovation and opportunity to our community.

Boulder Venture has grown steadily based on a client-focused philosophy that revolves around meeting the needs of our clients and partners, gaining respect, and showing that we can execute the task at hand. We seek out and discover projects where we can create value and provide significant returns to our investors.

Although we are a relatively small company, we are neither risky nor inexperienced. We have a reputation for using our detailed knowledge of the development process to minimize costs and to anticipate problems before they exist. Our personalized approach to projects has granted us a position as an industry leader in the development arena

With sustained support from our well-established relationships with communities, tenants, brokers, and lending institutions, Boulder Venture foresees continued success. We strive to be a prominent and respected developer throughout the Milwaukee area, as well as within the broader nationwide circle of real estate.

Team Members

Robert E. Schmidt III
Robert Schmidt, who completed his studies in Economics at the University of Colorado in 1989, joined Boulder Venture in 1991. Since then, he has successfully completed over 100 projects valued a half-billion dollars. His experience includes retail, multi-family, office, senior housing, self-storage, and residential subdivisions.

Curt Smith
Curt Smith joined Boulder Venture in 2015. At Boulder Venture, Curt's responsibilities include sourcing and managing new acquisition and development opportunities, negotiating new leases and lease renewals, and managing asset financing and dispositions. Prior to joining BV, Curt was an investment sales professional at CBRE for 15 years.

Similar Past Projects

Milwaukee, WI Conversion

In 2015 we acquired a 96-unit independent hotel located in metropolitan Milwaukee and successfully converted it into a high-quality townhouse apartment community called The Glen Luxury Townhomes.

Upon successfully receiving entitlements, the project took approximately 7 months to renovate and stabilize and is consistently 100% occupied, which is a testament to the quality of the community and our management.

The F Street Boulder team still owns the asset to this day.

Albany, NY Conversion

SKYVIEW
TERRACES

In 2019 we acquired a 112-unit independent hotel located in Albany, New York and successfully converted it into a high-quality townhouse apartment community called Skyview Terraces; our renovation investment was approximately $2,500,000.

Upon successfully receiving entitlements, the project renovation and lease-up took approximately 10 months and the property is currently 100% occupied.

We plan to continue owning the asset and managing it in conjunction with our local property management partner.

Before

After

Tyler, TX Conversion

In January 2022 we acquired a 128-unit Studio 6 Motel located in Tyler, Texas. Currently, we are in the process of converting it into a high-quality townhouse apartment community called Cypress Flats; our renovation investment was approximately $3,000,000.

Upon successfully receiving entitlements, the project renovation commenced. As of June 2022, we have renovated the clubhouse and 24 units are ready for occupancy.

We plan to continue owning the asset and managing it in conjunction with our local property management partner.

SUBMITTAL FOR PARKING ASSESSMENT

2551 South Loop 289
LUBBOCK, TX

PRESENTED TO:

Mr. Curt Smith
Boulder Venture, LLC

July 7, 2022

Prepared by:

yvonne newman engineering incorporated
F-101

07-07-2022

Yvonne I. Newman

Introduction

Yvonne Newman Engineering, Inc. was retained by Boulder Venture, LLC to review the required number of parking spaces needed for conversion of a hotel to apartments. The proposed apartments and current hotel are located at 2551 South Loop 289 Lubbock, TX. Figure 1 shows the location of the proposed redevelopment.

Figure 1 ▪ Site of Apartments – 2551 S. Loop 289

The purpose of this study is to examine the required number of parking spaces for proposed apartments using the City of Lubbock parking code and the ITE Parking Generation Manual and comparing those to the existing number of parking spaces.

Property Summary

The proposed apartment complex will have a clubhouse/office and 10 residential buildings containing 80 apartments which include 60 studio and 20 two bedroom apartments. The current amount of parking spaces is 84. The site plan for the proposed apartments is shown in Figure 2.

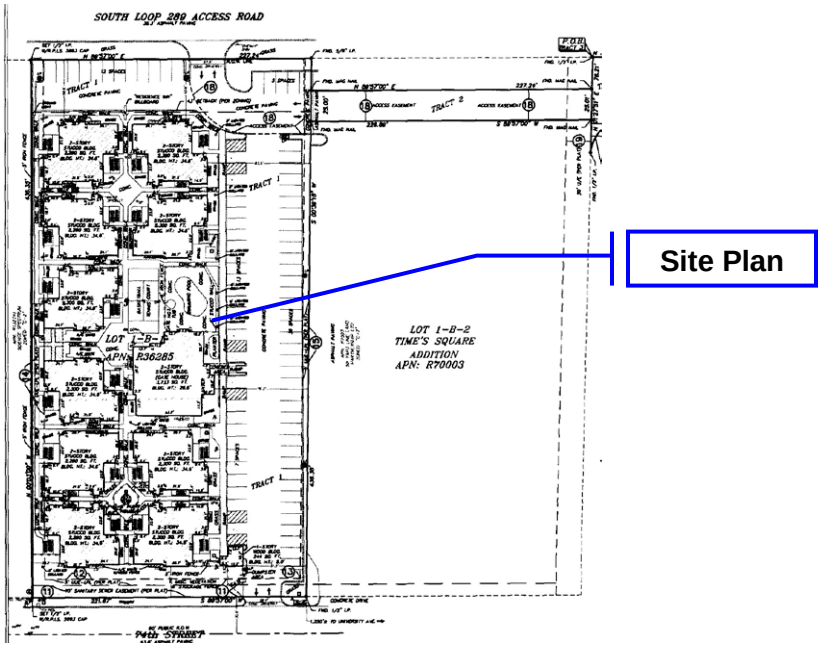


Figure 2 ▪ Proposed Site Plan

City of Lubbock Off-Street Parking Requirements

Section 40.03.188-2-(a)-(9) Code of Ordinances, City of Lubbock gives the minimum requirements for the number of off-street parking for residential land use. For Apartment dwelling, the general requirement is 1 space/efficiency, 1.5 spaces/1 bedroom and 2 spaces/2 bedroom plus 1 additional space for every 4 dwelling units in the development. Using these requirements, 120 spaces are needed. Portion of the Lubbock Code of Ordinances is shown in the Appendix.

ITE Parking Generation

To compare the City Ordinance to other studies, the ITE Parking Generation Manual was also used to evaluate the adequacy of the existing number of parking spots.

To determine demand, the land use code must be selected. It was determined that these apartments fall under the category of Multifamily Housing (Low Rise) with a setting/location of General Urban/Suburban (no nearby rail transit), Code 220. The models are further differentiated by parking demand vs. number of bedrooms and demand vs. number of dwelling units. Parking Generation Codes for Multifamily Housing (Low Rise) are shown in Appendix.

Using the parking supply ratios provided by the City and the ITE Parking Generation Manual, Table 1 shows the number of parking spaces needed based on each calculation. The existing number of spaces is also shown.

Method	Parking Ratio	*Parking Spaces	
		80 Dwelling units	100 Bedrooms
City of Lubbock Code	1 /efficiency 1.5/bedroom 2/2-bedroom 1.25/unit avg.	-	120
ITE Parking Generation Manual - Multi-family Low Rise (220) General Urban/Suburban no nearby transit (Peak 11pm-6am)	1.21/unit 0.66/bedroom	117	86
Existing	0.8/unit 0.64/bedroom	84	84
*Note: Parking spaces include additional 20 spaces. [1 per 4 units]			

Table 1 ▪ Parking Spaces

Conclusions and Recommendations

This report examined the number of parking spaces required for conversion of an existing hotel to apartments using the City of Lubbock Code of Ordinances and the ITE Parking Generation Manual. The results were compared to the existing amount of parking spaces. The analysis used number of bedrooms and number of dwelling units and the results were compared. The range of spaces required were 120 to 86 spaces. The City's requirements using number of bedrooms yielded 120 spots including extra 1 per 4 units. The parking ratio for ITE of .66/bedroom yields a lower amount of parking spaces of 86 including required extra spaces. The parking ratio for ITE of 1.21/dwelling unit yielded 117 spaces including extra 20 spaces.

The location of a bus stop 0.25 miles east of the apartment community may encourage some tenants without cars to use the bus. As part of the updating, bike racks will be installed to encourage bicycle travel.

In conclusion, due to the number of studio apartments and the parking ratios from the ITE Generation Manual and other values from similar apartment projects, the existing number of parking spaces (0.64/bedroom)/(0.8/unit) is very close to requirements and other locations where studies were conducted. More spaces could possibly be added with restriping.

APPENDIX

Lubbock Code of Ordinances

Parking Generation Codes/Data

structure, or any space above the height limit shall be allowed for the purpose of providing additional floor space."

SECTION 36. THAT Section 40.03.1761(a)(8) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

"(8) Residential units – One (1) space for each efficiency unit, one and one-half (1-1/2) spaces for each one bedroom unit, two (2) spaces for each unit with two (2) or more bedrooms, plus one (1) additional space for each four (4) units in the development. Townhomes, garden homes, duplexes, and single family shall comply with the "R-1," "R-1A," and "R-2" parking standards."

SECTION 37. THAT Section 40.03.1882(a)(9) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

"(9) Apartments – One (1) space for each efficiency unit, one and one-half (1-1/2) spaces for each one bedroom unit, two (2) spaces for each unit with two (2) or more bedrooms, plus one (1) additional space for each four (4) units in the development. Townhomes, garden homes, duplexes, and single-family shall comply with the "R-1," "R-1A," and "R-2" parking standards."

SECTION 38. THAT Section 40.03.2002(a)(9) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

"(9) Residential units - One (1) space for each efficiency unit, one and one-half (1-1/2) spaces for each one bedroom unit, two (2) spaces for each unit with two (2) or more bedrooms, plus one (1) additional space for each four (4) units in the development. Townhomes, garden homes, duplexes, and single family shall comply with the "R-1," "R-1A," and "R-2" parking standards."

SECTION 39. THAT Section 40.03.2122(a)(9) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

"(9) Residential units - One (1) space for each efficiency unit, one and one-half (1-1/2) spaces for each one bedroom unit, two (2) spaces for each unit with two (2) or more bedrooms, plus one (1) additional space for each four (4) units in the development. Townhomes, garden homes, duplexes, and single-family shall comply with the "R-1," "R-1A," and "R-2" parking standards."

SECTION 40. THAT Section 40.03.2236 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

"(a) Front yard. The minimum front yard shall be forty-three (43) feet, or no less than the average setbacks established by the development on the adjacent lot or lots. The setback on vacant adjacent lots shall be forty-three (43) feet. This section shall not

Land Use: 220 Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with one or two levels (floors) of residence. Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand (1) on a weekday (10 study sites) and a Saturday (11 study sites) in a general urban/suburban setting and (2) on a weekday (three study sites) and a Saturday (three study sites) in a dense multi-use urban setting.

	Percent of Peak Parking Demand			
	General Urban/Suburban		Dense Multi-Use Urban	
Hour Beginning	Weekday	Saturday	Weekday	Saturday
12:00–4:00 a.m.	100	93	86	100
5:00 a.m.	97	100	100	94
6:00 a.m.	90	98	94	91
7:00 a.m.	77	96	81	85
8:00 a.m.	56	92	58	79
9:00 a.m.	45	80	56	76
10:00 a.m.	40	78	53	71
11:00 a.m.	37	71	58	74
12:00 p.m.	36	68	56	68
1:00 p.m.	36	66	53	68
2:00 p.m.	37	65	47	68
3:00 p.m.	43	68	56	56
4:00 p.m.	45	70	53	59
5:00 p.m.	55	73	61	53
6:00 p.m.	66	77	81	50
7:00 p.m.	73	81	67	56
8:00 p.m.	77	82	61	65
9:00 p.m.	86	86	64	74
10:00 p.m.	92	87	75	85
11:00 p.m.	97	92	86	91

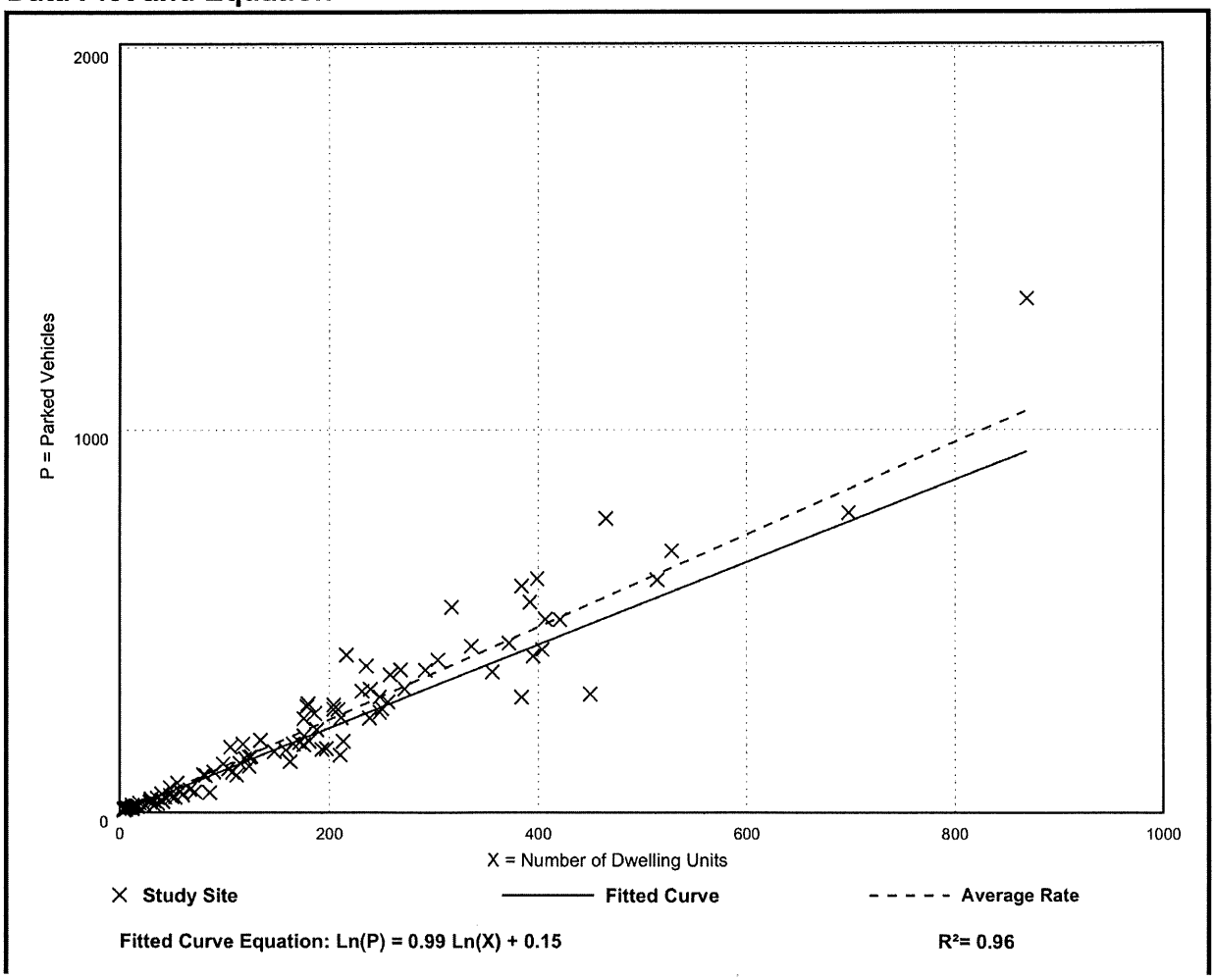
Multifamily Housing (Low-Rise)
(220)

Peak Period Parking Demand vs: Dwelling Units
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban (no nearby rail transit)
Peak Period of Parking Demand: 11:00 p.m. - 6:00 a.m.
Number of Studies: 119
Avg. Num. of Dwelling Units: 156

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.21	0.58 - 2.50	1.03 / 1.52	1.16 - 1.26	0.27 (22%)

Data Plot and Equation



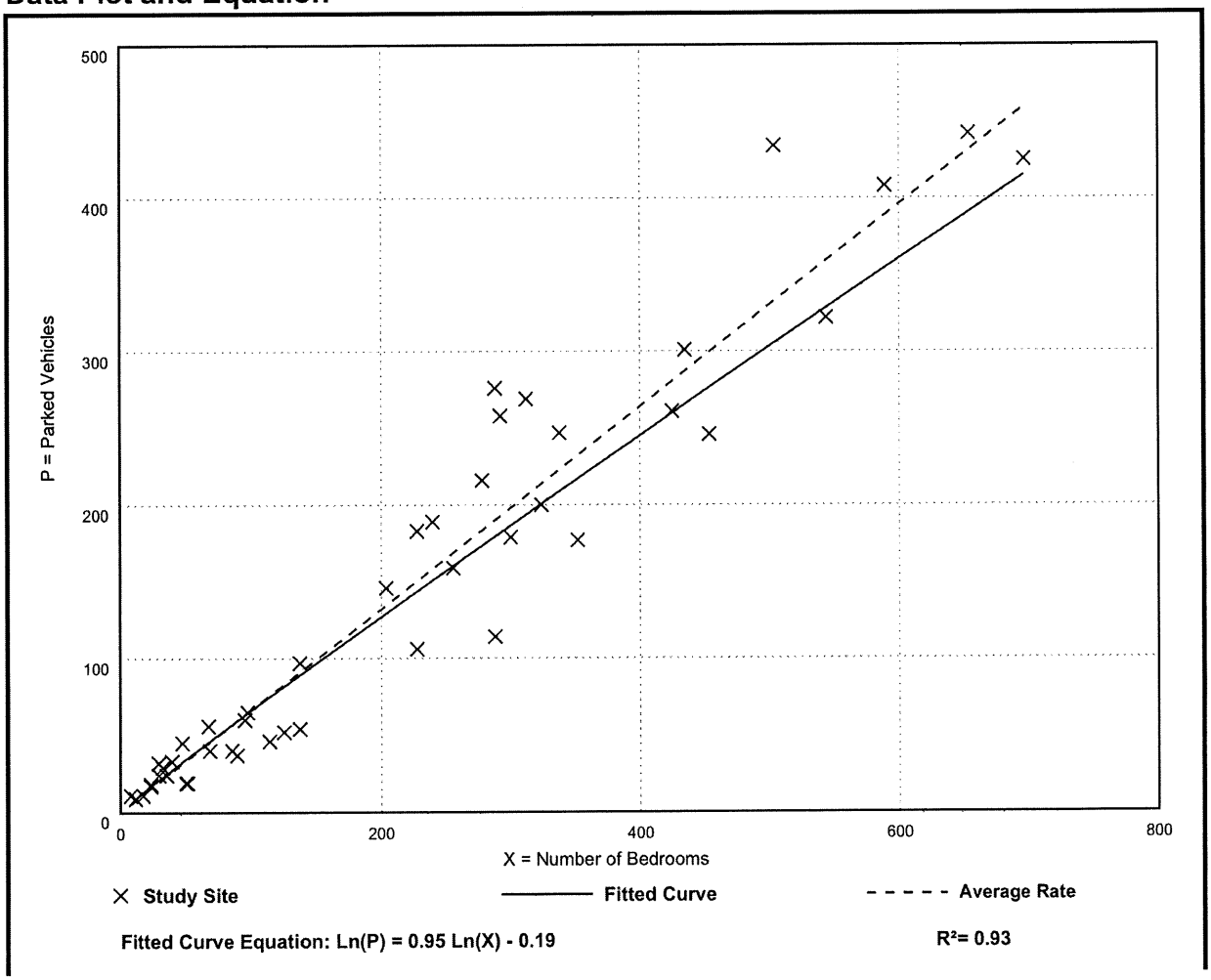
Multifamily Housing (Low-Rise)
(220)

Peak Period Parking Demand vs: Bedrooms
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban (no nearby rail transit)
Peak Period of Parking Demand: 11:00 p.m. - 6:00 a.m.
Number of Studies: 45
Avg. Num. of Bedrooms: 215

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.66	0.37 - 1.38	0.61 / 0.86	0.62 - 0.70	0.15 (23%)

Data Plot and Equation



Fitted Curve Equation: Ln(P) = 0.95 Ln(X) - 0.19

R^2= 0.93

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1223-C***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Subodh I. Patel

Signature: Subodh Patel

Address: 2551 S. Loop 289

Address of Property Owned: 2551 S. Loop 289

Phone Number: 806-239-8009

Email: subodhipatel@hotmail.com

Zone Case Number: **1223-C** R36285 Recipient 2 of 10

SOUTH LOOP S6 LLC
PO BOX 64310

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1223-C***

In Favor ___

Opposed X

Reasons and/or Comments:

Not looking for more "high foot traffic" in the immediate vicinity.

Print Name RYAN BROWN JOE BROWN INS.

Signature: Ryan Brown

Address: 2543 74th St

Address of Property Owned: 2543 74th St

Phone Number: (806) 632-8549

Email: RYANBROWN7600@gmail.com

Zone Case Number: **1223-C** R77619 Recipient 9 of 10

RYJO LLC
2543 74TH ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1223-C***

In Favor ____

Opposed X

Reasons and/or Comments:

I oppose the use of the property across the street from mine to be used for high density apartments. The density of traffic, vehicle parking, and people is not conducive to the successful businesses in the area.

Print Name Mark A. White

Signature: M C. White

Address: 5408 16th St., Lubbock, 79416

Address of Property Owned: 2545 74th, St, Lubbock, 79423

Phone Number: 806-786-7218

Email: drmarkwhite@dwatherapy.com

Zone Case Number: **1223-C** R77591 Recipient 7 of 10
WHITE MARK A & CONNIE C
5408 16TH ST

LUBBOCK TX 79416-5404

AI# 10909
Regular City Council Meeting
08/23/2022:

5. 4.

Information

Agenda Item

Public Hearing – Planning (District 5): Consider a request for Zone Case 3467, a request of Delta Land Surveying for BTHSS LLC dba Beat the Heat Shading Systems, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 28, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, AICP, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3467
Staff Report 3467
Documentation 3467

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. 3467; A ZONING CHANGE FROM T TO M-1 ZONING DISTRICT AT 13413 FRANKFORD AVENUE, LOCATED EAST OF FRANKFORD AVENUE AND SOUTH OF 134TH STREET, ON 1.83 ACRES OUT OF FRANKFORD FARMS SOUTH ADDITION, TRACT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and 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 1986 Comprehensive Land Use Plan as amended, which protects 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 29-10 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. 3467

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **T** to **M-1** zoning district at 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 29-31 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
_____
Kristen Sager, Director of Planning

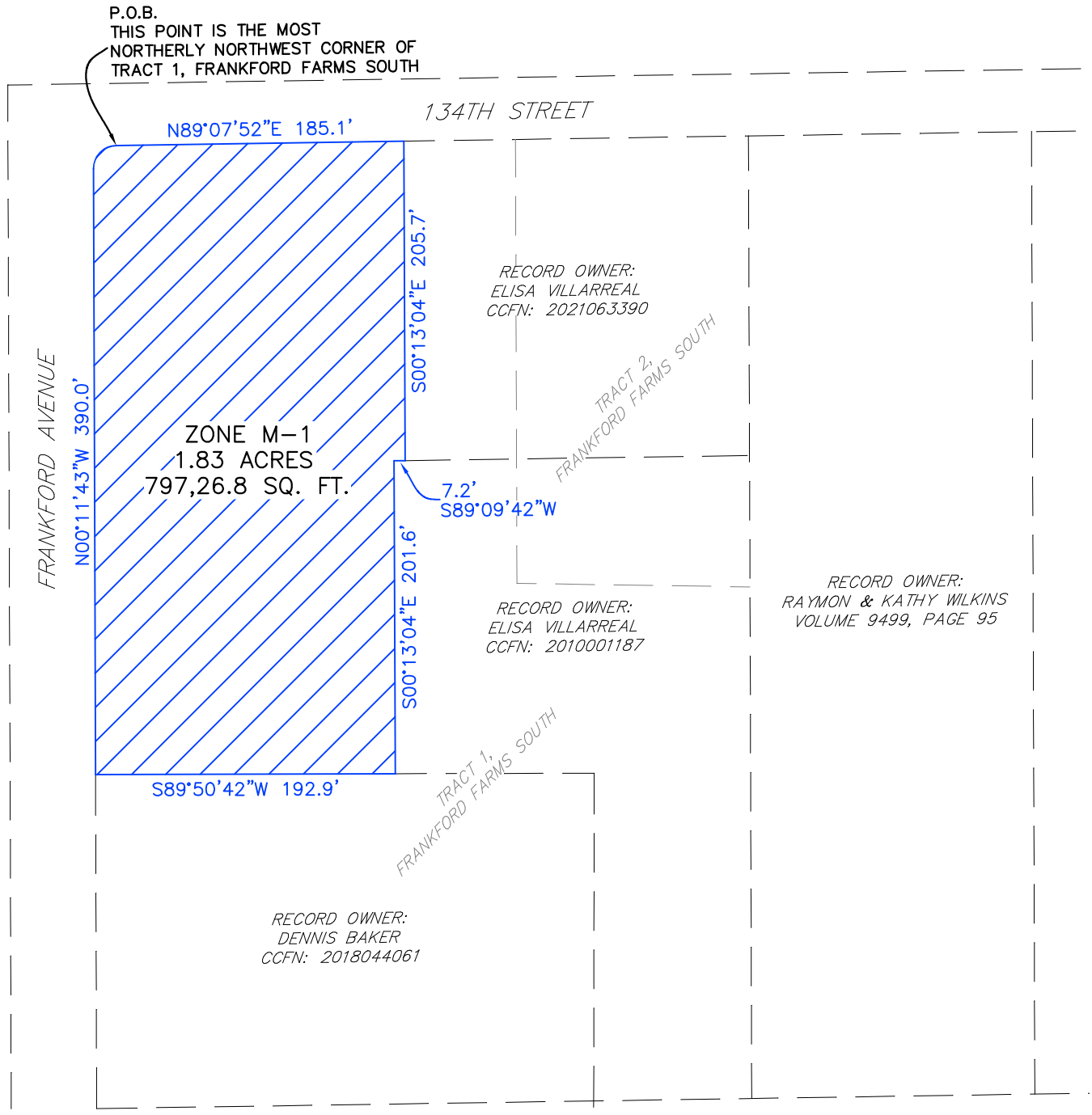
APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3467
08.01.22

ZONE CASE SKETCH

ON A 1.83 ACRE TRACT OUT OF TRACT 1, FRANKFORD FARMS SOUTH, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, BLOCK A-K, LUBBOCK COUNTY, TEXAS



0 100 200

SCALE: 1" = 100'

SURVEYED FOR:
ABE FRIESEN

FOR ZONE CASE PURPOSES ONLY.
THIS DOES NOT REPRESENT A TRUE AND ACCURATE SURVEY ON THE GROUND

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: JN

Delta Land Surveying and Engineering, LLC
1310 Jarvis Street
Lubbock, TX 79403
806-701-5707
www.deltalbk.com

Metes and Bounds Description on a 1.83 acre tract of land out of Tract 1, Frankford Farms South, a Subdivision of the South 1/2 of the Northwest 1/4 of Section 8, Block A-K, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the South Right of Way line of 134th Street for the most Northerly Northwest corner of said Tract 1 and for the most Northerly Northwest corner of this tract;

Thence N89°07'52"E, with said 134th Street, approximately 185.1 feet to a point for the Northwest corner of that tract described in County Clerk File Number (CCFN) 2021063390, Official Public Records of Lubbock County, Texas (OPRLCT), and for the Northeast corner of this tract;

Thence S00°13'04"E, leaving said 134th Street and wit the West line of said tract described in CCFN: 2021063390, approximately 205.7 feet to a point in the North line of that tract described in CCFN: 2010001187, OPRLCT, for the Southwest corner of said tract described in CCFN: 2021063390 and for a corner of this tract;

Thence S89°09'42"W, leaving said tract described in CCFN: 2021063390, approximately 7.2 feet to a point for the Northwest corner of said tract described in CCFN: 2010001187 and for a corner of this tract;

Thence S00°13'04"E, 201.6 feet to a point in the North line of that tract described in CCFN: 2018044061, OPRLCT, for the most Westerly Southwest corner of said tract described in CCFN: 2010001187 and for the Southeast corner of this tract;

Thence S89°50'42"W, leaving said tract described in CCFN: 2010001187 and with the North line of said tract described in CCFN: 2018044061, approximately 192.9 feet to a point in the East Right of Way line of Frankford Avenue for the Northwest corner of said tract described in CCFN: 2018044061 and for the Southwest corner of this tract;

Thence N00°11'43"W, leaving said tract described in CCFN: 2018044061 and with said Frankford Avenue, approximately 390.0 feet to a point for the most Westerly Northwest corner of said Tract 1 and for the most Westerly Northwest corner of this tract;

Thence Northeasterly, leaving said Frankford Avenue and with the arc of a curve to the right having an arc length of approximately 23.4 feet to the Point of Beginning; said curve to the right having a radius of 15.00 feet, a central angle of 89°18'29", and a chord that bears N44°27'51"E, a chord distance of approximately 21.1 feet.

Field Notes for zone case purposes only. This does not represent a true and accurate survey on the ground.

Delta Land Surveying Job No. 22191

June 22, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3467
City Council Meeting	August 23, 2022

Applicant Delta Land Surveying

Property Owner BTHSS LLC dba Beat the Heat Shading Systems

Council District

Recommendations
- Staff recommends Approval of the request.

Prior Board or Council Action
- April 28, 2016, Ordinance No. 2016-O0054: This property was annexed and zoned Transition District (T).
- February 15, 2018, Case E-2560: A Special Exception was granted to expand a legal non-conforming use.
- July 28, 2022, Zone Case 3467: The Planning and Zoning Commission recommended approval of a zone change from T to Light Manufacturing District (M-1) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 11
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The property was platted as Frankford Farms South, Tract 1 on February 20, 1990 and the existing commercial structure was built in 2014.

Adjacent Property Development
The surrounding properties are zoned Transition District (T) and are developed with homes and commercial properties. There are also nearby properties to the northwest and east that are not annexed.

Zoning Request and Analysis
Item Summary
The subject property is located at 13413 Frankford Avenue, east of Frankford Avenue and south of 134th Street. The applicant is requesting a zone change from Transition District (T) to Light Manufacturing District (M-1).

Current zoning: **Transition District (T)**

Requested zoning: **Light Manufacturing District (M-1)**

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 M-1 zoning is "…to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

Traffic Network/Infrastructure Impacts

The location is along Frankford Avenue and 134th Street. Frankford Avenue is designated as a Minor Arterial and 134th Avenue is designated as a Local Street. An Arterial is a major thoroughfare designed to carry large quantities of traffic at relatively high speeds. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would 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. While this designation does not conform to the Future Land Use Map, it would be appropriate along a thoroughfare and is adjacent to similarly intense uses. Therefore, this request would be in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Minor Arterial and other properties with similar uses allowed in the M-1 district.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

Attachments

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

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Allowable Uses: Light Manufacturing District (M-1)

Transportation: The proposed development has points of access Frankford Avenue and 134th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Minor Arterial, Partial	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 66 feet, 5 lanes, undivided paved
134th Street, Local Street	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 30 feet, 2 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

4.5 **District 5**

Zone Case 3467: Delta Land Surveying for BTHSS LLC dba Beat the Heat Shading Systems

Request for a zone change from Transition District (T) to Light Manufacturing District (M-1), at:

- 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1.

PLANNER SHANE SPENCER stated there were eleven (11) notifications sent out and one (1) returned in favor and one (1) returned in opposition. The one returned in opposition had concerns regarding traffic, fire danger, and trash. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT KURT RICHARDS 6306 County Road 7475 stated he purchased the existing building six years ago. He has tenants, which include an insurance agent, a Pilate's instructor, furniture store, and he would like to add more tenants. He also wants to add more room for his own business. He has also purchased the property across the street, which he will move his business to in the future. The expansion will allow him extra room for more tenants once he moves his business.

BOARD MEMBER JORDAN WHEATLEY asked if Mr. Richards could elaborate on the fabrication part of his business. Mr. Richards explained the manufacturing takes place inside of the facility; nothing

happens on the outside of the building. He tried to reach out to the person in opposition and they did not get back to him.

No one spoke in favor or in opposition of the request.

CHAIR ZACH SAWYER stated that there was another M-1 case down the street, which they were concerned about what the M-1 zoning could open up the property for.

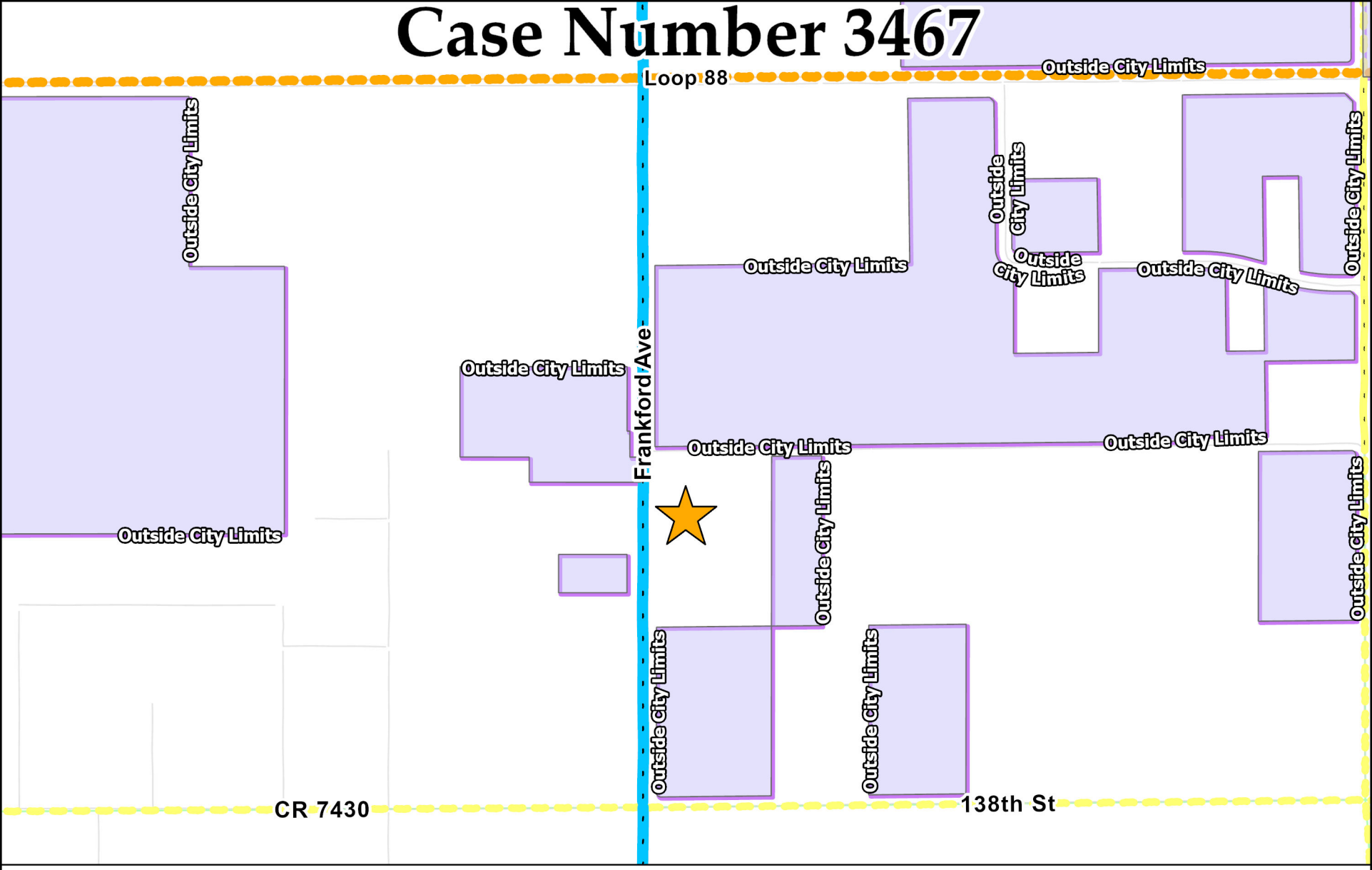
BOARD MEMBER JORDAN WHEATLEY is familiar with the applicant's business, which is appropriate adjacent to the storage building to the north, which has all types of businesses, making it a good fit for the area.

There was some discussion regarding the 212 Development Agreements in the area, which have shaped this area into what we have today.

BOARD MEMBER SUSAN TOMLINSON stated there are not many residential options in this area, and it is appropriate for this expansion to the north of the existing building.

In the matter of **Zone Case 3467,** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

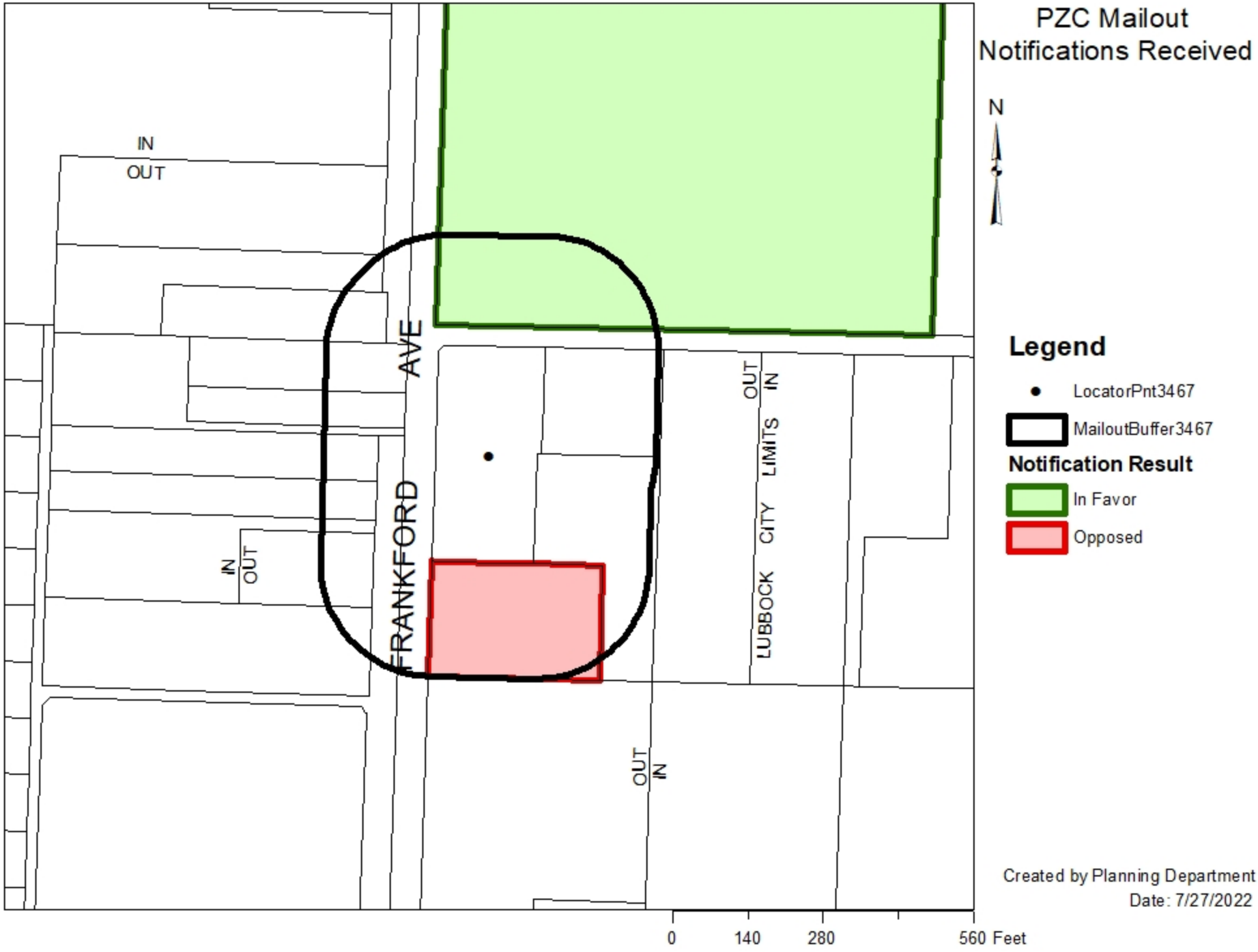
Case Number 3467



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

N
W E
S

Date Exported: July 2022


PZC Mailout
Notifications Received
N
IN
OUT
FRANKFORD AVE
OUT
IN
LUBBOCK CITY LIMITS
IN
OUT
OUT
IN
Legend
LocatorPnt3467
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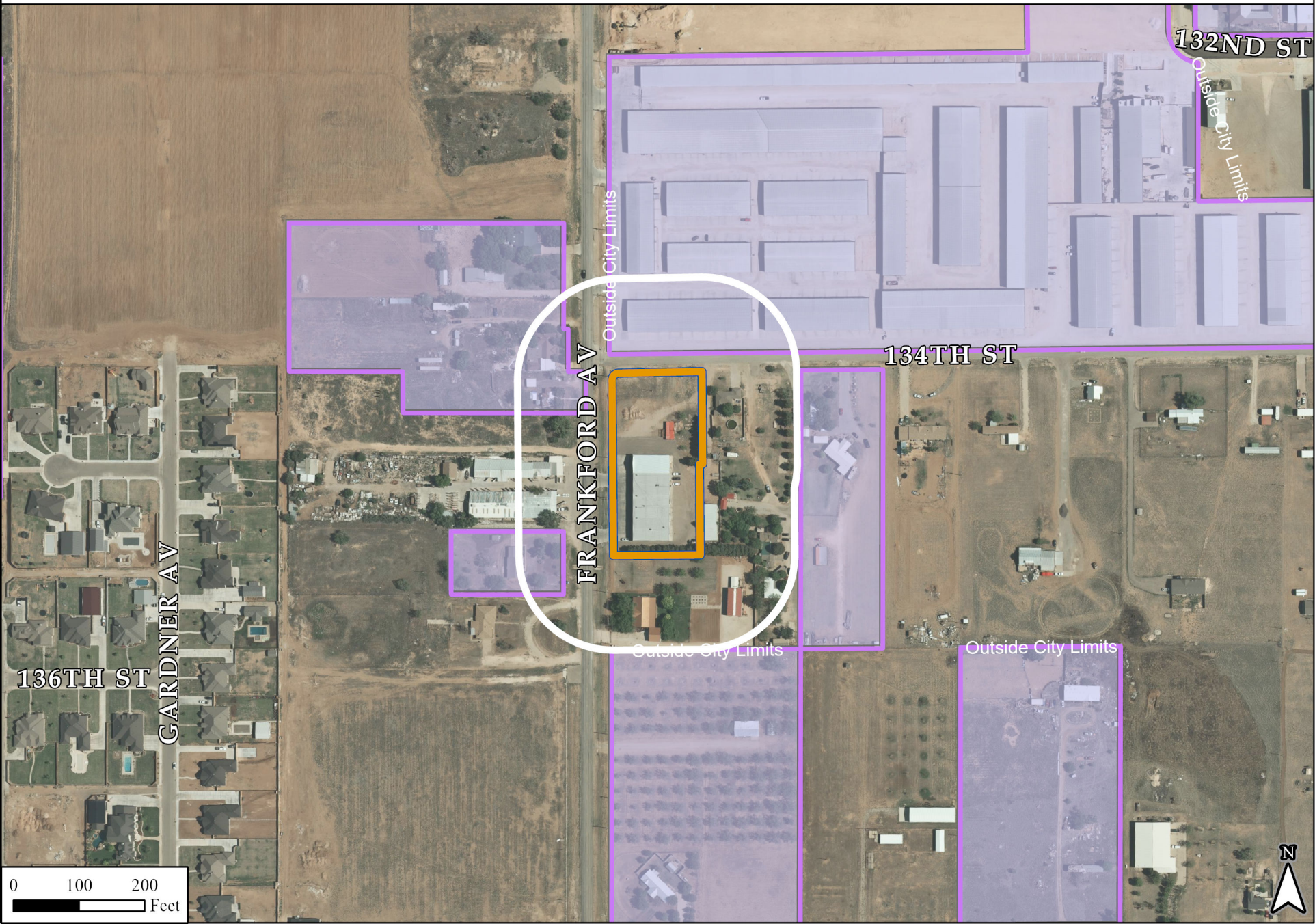
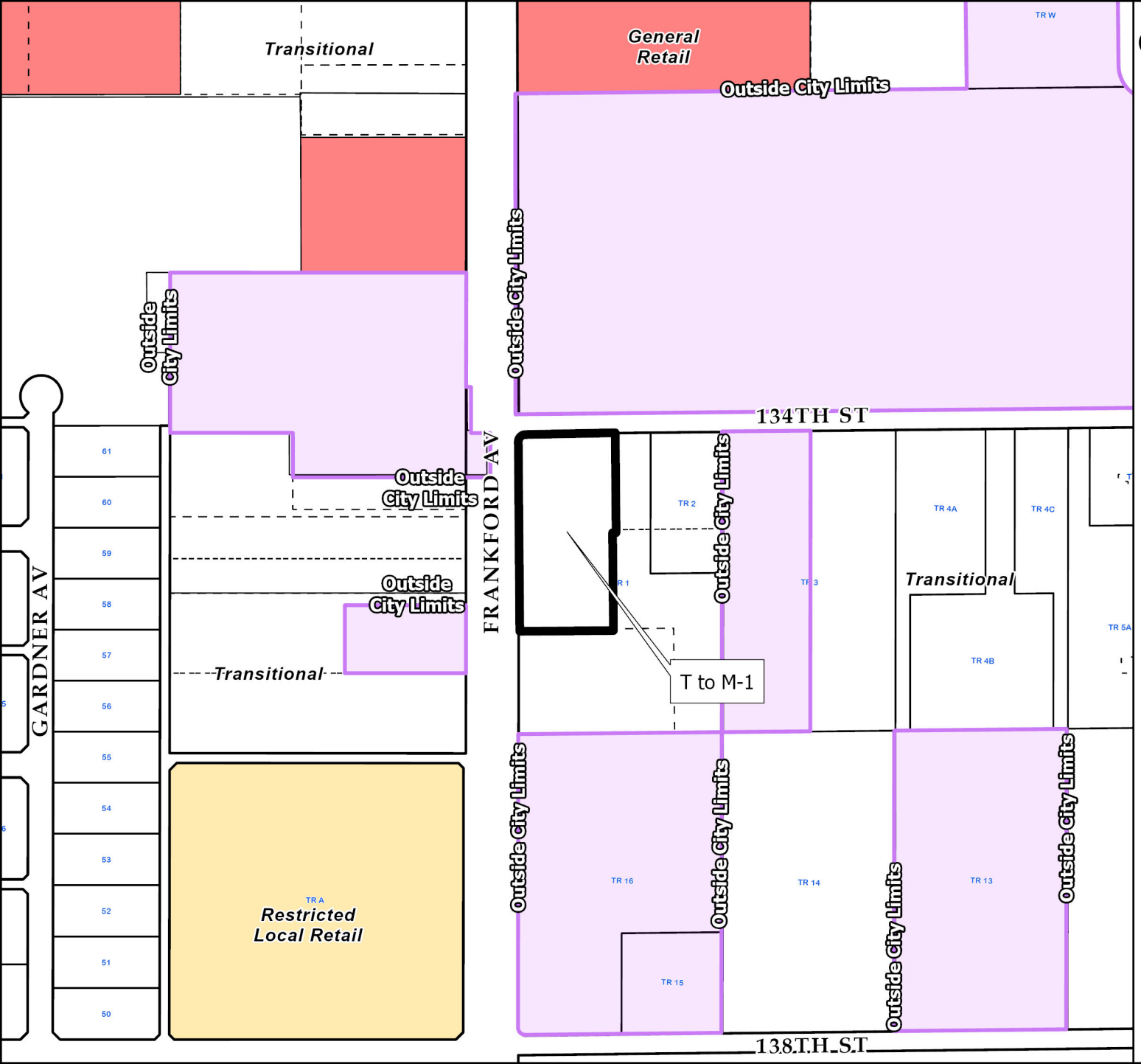
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 7/27/2022
0
140
280
560 Feet

Case Number 3467





Current Zoning

3467

Zoning Districts

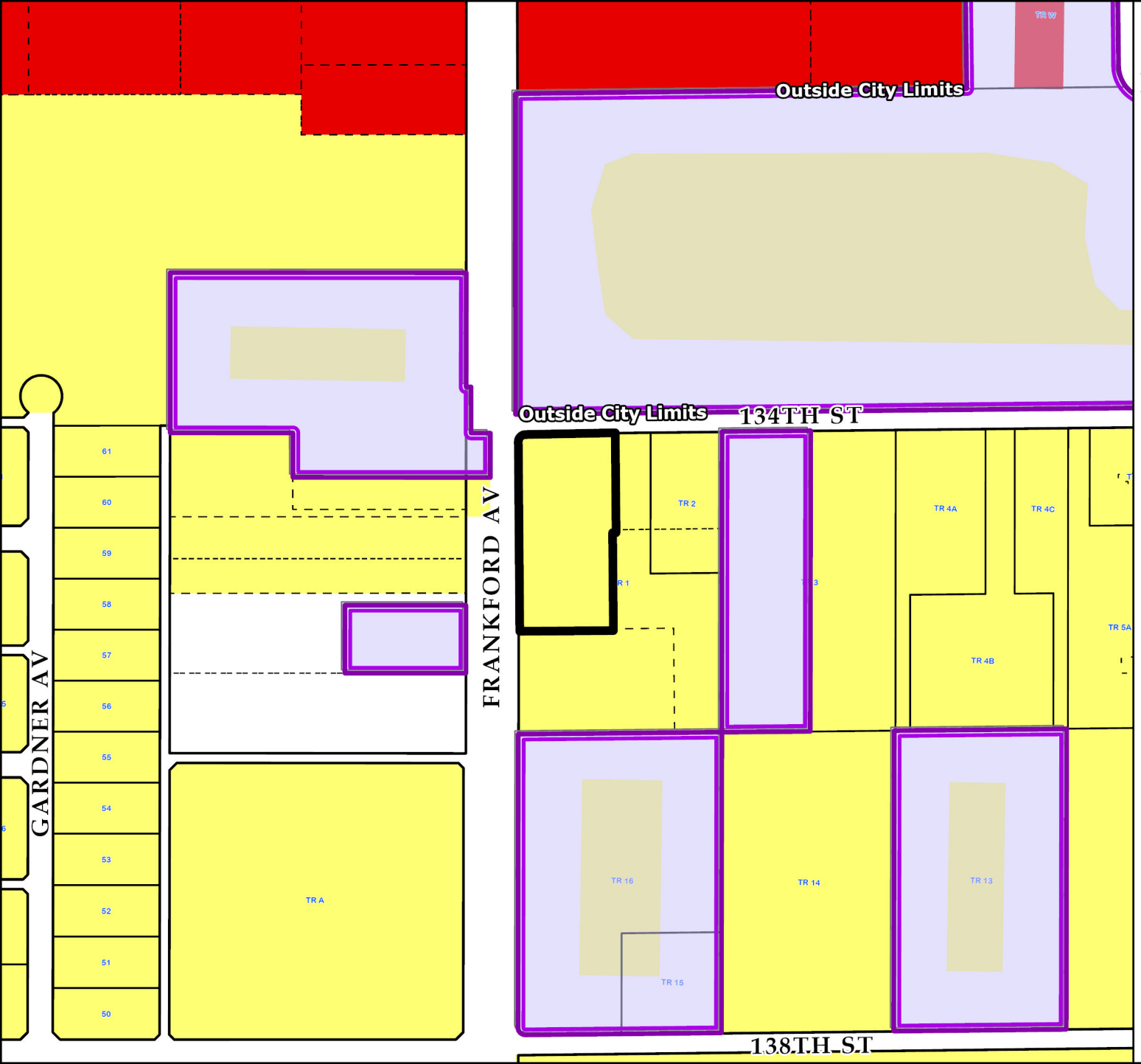
- Restricted Local Retail
- General Retail
- Transitional

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022



Future Land Use Plan
Case 3467

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022

3467

View to the north.

View to the east. Subject Property.

View to the south.

View to the west.

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 134th Street and Frankford Avenue

Lots/Tracts: 1.83 Acres out of Tract 1, Frankford Farms South

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.83

Existing Land Use: Commercial Existing Zoning: T

Requested Zoning: M-1

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Delta Land Surveying

Name: Joey Nelson

Address: 1310 Jarvis Street City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-701-5707 Email: jnelson@deltalbk.com

Applicant's Signature:

Date: 6/22/2022 Printed Name: Joey Nelson

Owner Information

Firm Name: BTHSS LLC dba Beat The Heat Shading Systems

Owner: Kirk Richardson

Address: 13413 Frankford Ave Ste A City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 797-2328 Email: kirk@beattheheatshades.com

Property Owner's Signature:

Date: 6/22/22 Printed Name: Kirk Richardson

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

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

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3467***

In Favor ____

Opposed X

Reasons and/or Comments:

WE OPPOSE THE ZONE CHANGE REQUEST FOR NUMEROUS REASONS:

1. THERE IS ALWAYS TRASH FROM HIS CURRENT BUSINESS ALONG OUR NORTH FENCE (WIRE) LINE. IT IS AN EYE SORE!
2. THE TRASH IS ALSO A MAJOR FIRE DANGER. WITH THE ONGOING DROUGHT, IT WOULD NOT TAKE MUCH FOR THE FIRE TO BURN POTENTIALLY MANY STRUCTURES AND RESIDENTIAL HOMES.
3. TRAFFIC IS ALREADY AN ISSUE WITH THE STREET (i.e. HOLES, ETC.) ADDING MORE WOULD JUST COMPOUND THE PROBLEM(S).

Print Name DENNIS & DIANE BAKER

Signature: Dennis E Baker / Diane Baker

Address: 13421 FRANKFORD AVE

Address of Property Owned: 13421 FRANKFORD AVE

Phone Number: 806-789-3583

Email: dbakercare4u@yahoo.com

Zone Case Number: **3467** R86158 Recipient 6 of 11

BAKER DENNIS E & DIANE (TOD)
13421 COUNTY ROAD 1800

LUBBOCK TX 79424-6520

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.:** ***3467***

In Favor X

Opposed ___

Reasons and/or Comments:

Print Name David Forstar

Signature: [signature]

Address: 5625 CR 7410

Address of Property Owned: 15820 CR 2100

Phone Number: 806-789-6082

Email: GAForsythe dave@yahoo.com

Zone Case Number: **3467** R317109 Recipient 8 of 11
122ND & FRANKFORD/DISCOUNT SHOP RENTALS I
5625 COUNTY ROAD 7410

LUBBOCK TX 79424

AI# 10910
Regular City Council Meeting 5. 5.
08/23/2022:

Information

Agenda Item

Public Hearing – Planning (District 6): Consider a request for Zone Case 3181-B, a request of Abacus Engineering Surveying for Ashok Mittal, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 28, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, AICP, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3181-B
Staff Report 3181-B
Documentation 3181-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3181-B; A ZONING CHANGE FROM GO TO C-2 ZONING DISTRICT AT 1301 NORTH FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF KEMPER STREET, ON 3.192 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 7, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and 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 1986 Comprehensive Land Use Plan as amended, which protects 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 29-10 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. 3181-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 29-29 of the Code of Ordinances of the City of Lubbock from **GO** to **C-2** zoning district at 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7, City of Lubbock, Lubbock County, Texas [and being further described as follows:]

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 29-31 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

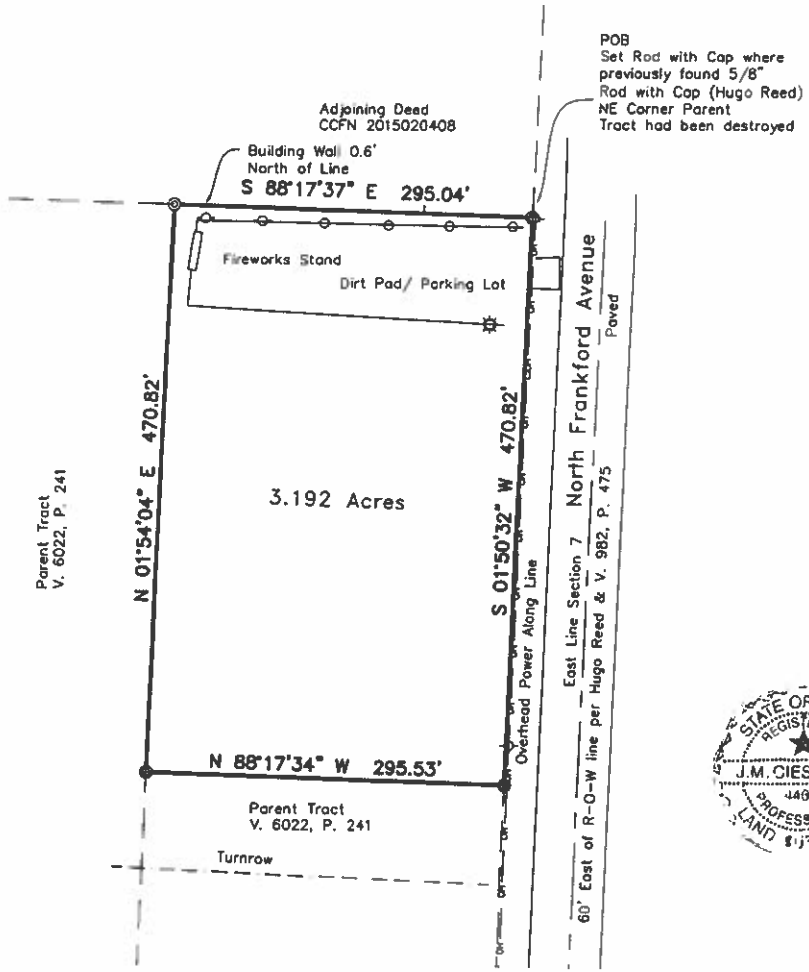
APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3181-B
08.01.22

Plat and Field Notes on a

3.192 Acre Tract out of Section 7, Block JS,
Lubbock County, Texas.



FIELD NOTES on a 3.192 acre tract out of the tract described in Volume 6022, Page 241, Lubbock County Real Property Records(LCRPR) and also out of Section 7, Block JS, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with green cap marked RPLS 4460 in the West Right of Way line of North Frankford Avenue (F.M. 2528) for the Northeast corner of the tract described in Volume 6022, Page 241, LCRPR which by calls bears S 89°52'40" W, 60.00 feet and North 2398.61 feet from the Southeast corner of Section 7, Block JS;

THENCE S 01°50'32" W(Texas North Central Zone Bearing Basis), with the West line of North Frankford Avenue, 470.82 feet to a set 1/2" rod with green cap for the Southeast corner of this tract;

THENCE N 88°17'34" W, 295.53 feet to a set 1/2" rod with green cap for the Southwest corner of this tract;

THENCE N 01°54'04" E, 470.82 feet to a found rod with yellow cap for the Northwest corner of this tract;

THENCE S 88°17'37" E, with the South line of the tract described in Lubbock County Clerk File Number 2015020408, a distance of 295.04 feet to the PLACE of BEGINNING, containing 3.192 Acres.

Scale: 1"=100'

Surveyed For:
Beau Tucker

- Set 1/2" Rod w/ Green Cap
- Fd. Rod with Yellow Cap (Hugo Re
- Light Pole
- Power Pole

CCFN Lubbock County Clerk File Number

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

February 23, 2015

Surveyor's Report

This Plat is based on a survey made on the ground February 17, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discreponcies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block JS\SECTION 7\TRACT 4A254\Section 7 Block A FEB 2016.dwg, 2/23/2016 10:53:09 AM, SHARP MX-2300N PCL6 UFR II

Planning Department
City of Lubbock

Staff Report	Zone Case 3181-B
City Council Meeting	August 23, 2022

Applicant Abacus Engineering Surveying

Property Owner Ashok K Mittal

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 9, 1958, Ordinance No. 2536: The eastern portion of this property, fronting Frankford Avenue, was annexed and zoned Single-Family District (R-1).
- July 26, 2012, Ordinance No. 2012-O0076: The remainder of the property was annexed and zoned Transition District (T).
- September 12, 2012, Zone Case 3181, Ordinance No. 2012-O0097: This property was rezoned from R-1 and T to Garden Office District (GO).
- July 28, 2022, Zone Case 3181-B: The Planning and Zoning Commission recommended approval of a zone change from GO to Local Retail District (C-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 22
- Received In Favor: 2
- Received In Opposition: 1

Site Conditions and History

This property consists of 3.192 acres of unplatted land out of Block JS, Section 7. The property has remained vacant since annexation.

Adjacent Property Development

To the east is vacant land zoned Single-Family District (R-1) and Broadview Baptist Church zoned High-Density Apartment District (A-2). To the north and west are single-family residences and a self-storage facility zoned Transition District (T). There is additional vacant land and commercial businesses to the south zoned Garden Office District (GO) and Local Retail District (C-2).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1301 North Frankford Avenue, west of Frankford Avenue and north of Kemper Street. The applicant is requesting a zone change from Garden Office District (GO) to Local Retail District (C-2).

Current zoning: **Garden Office (GO)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements

The intent of the current GO zoning is "…to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the

compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses."

The intent of the proposed C-2 zoning is "…provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

Traffic Network/Infrastructure Impacts
The property is located west of Frankford Avenue which is designated as a Principal Arterial and north of Kemper Street, which is designated as a local street. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local streets typically provide access to smaller destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Residential Low Density" land uses. Although the proposed zone change is not in conformance with this designation, C-2 zoning is appropriate in this location along a thoroughfare.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and appropriate along a thoroughfare and adjacent to other property zoned GO and C-2.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and may require additional public improvements to support the intensity of those uses, as the property has not been platted yet.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3181-B

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has a point of access from North Frankford Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Frankford Avenue, *Principal Arterial (Modified*	R.O.W. 60 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.3 **District 6**

Zone Case 3181-B: Abacus Engineering Surveying for Ashok Mittal

Request for zone change from Garden Office District (GO) to Local Retail District (C-2), at:

- 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7.

PLANNER CASSIE BERMEA stated there were twenty-two (22) notifications sent out and two (2) returned in favor and one (1) returned in opposition. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

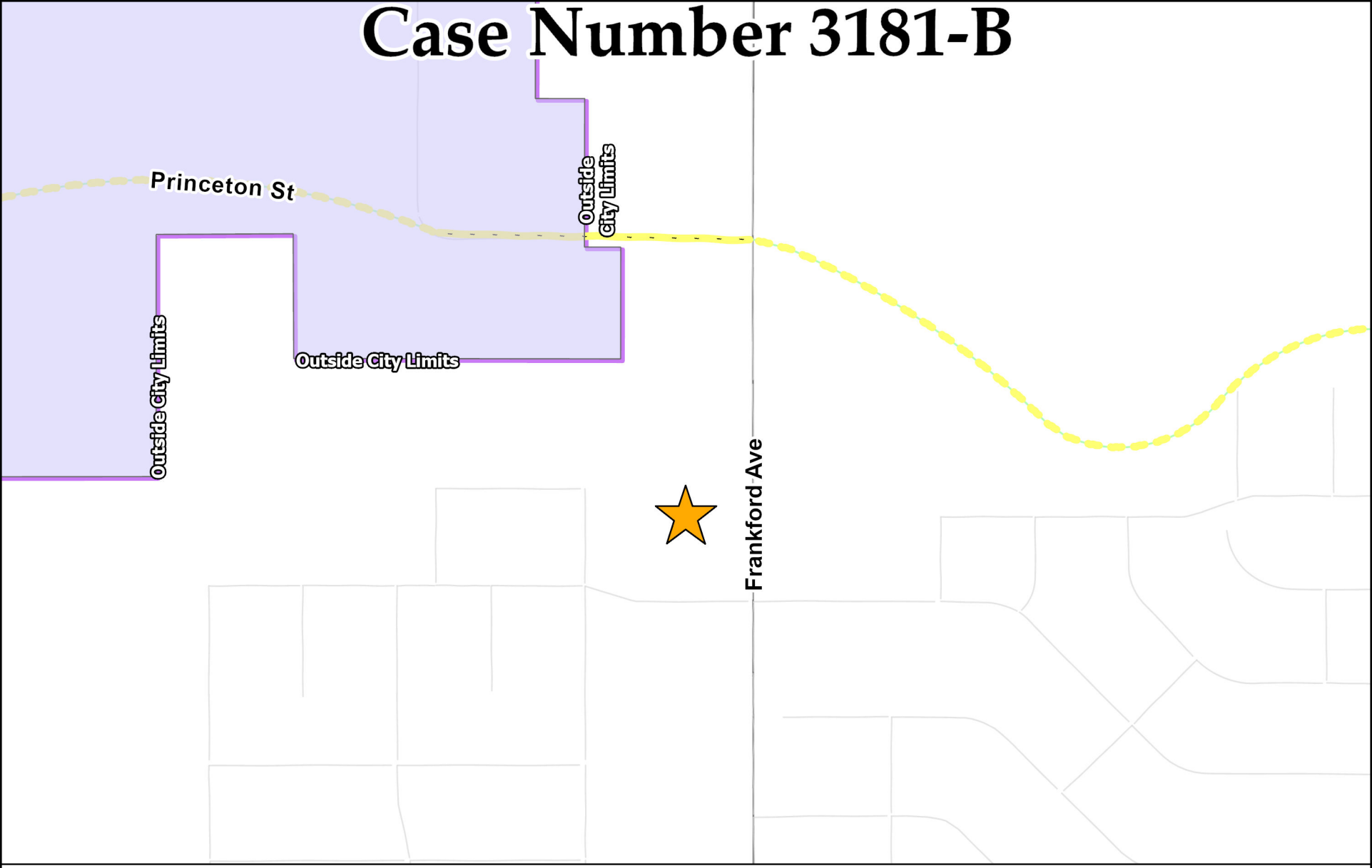
APPLICANT REPRESENTATIVE JON CIESZINSKI 2737 81st Street, Abacus Engineering, represented AK Mittal, the owner of the property. He feels low-density commercial is a better use for the area than an office. Mr. Mittal owns Cooper Drive-In and is considering a potential restaurant on this property.

BOARD MEMBER JAMES BELL stated the zone change application listed a restaurant as the intended use. **MR. CIESZINSKI** stated there is not a specific plan yet.

No one spoke in favor or in opposition of the request.

In the matter of **Zone Case 3181-B**, a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

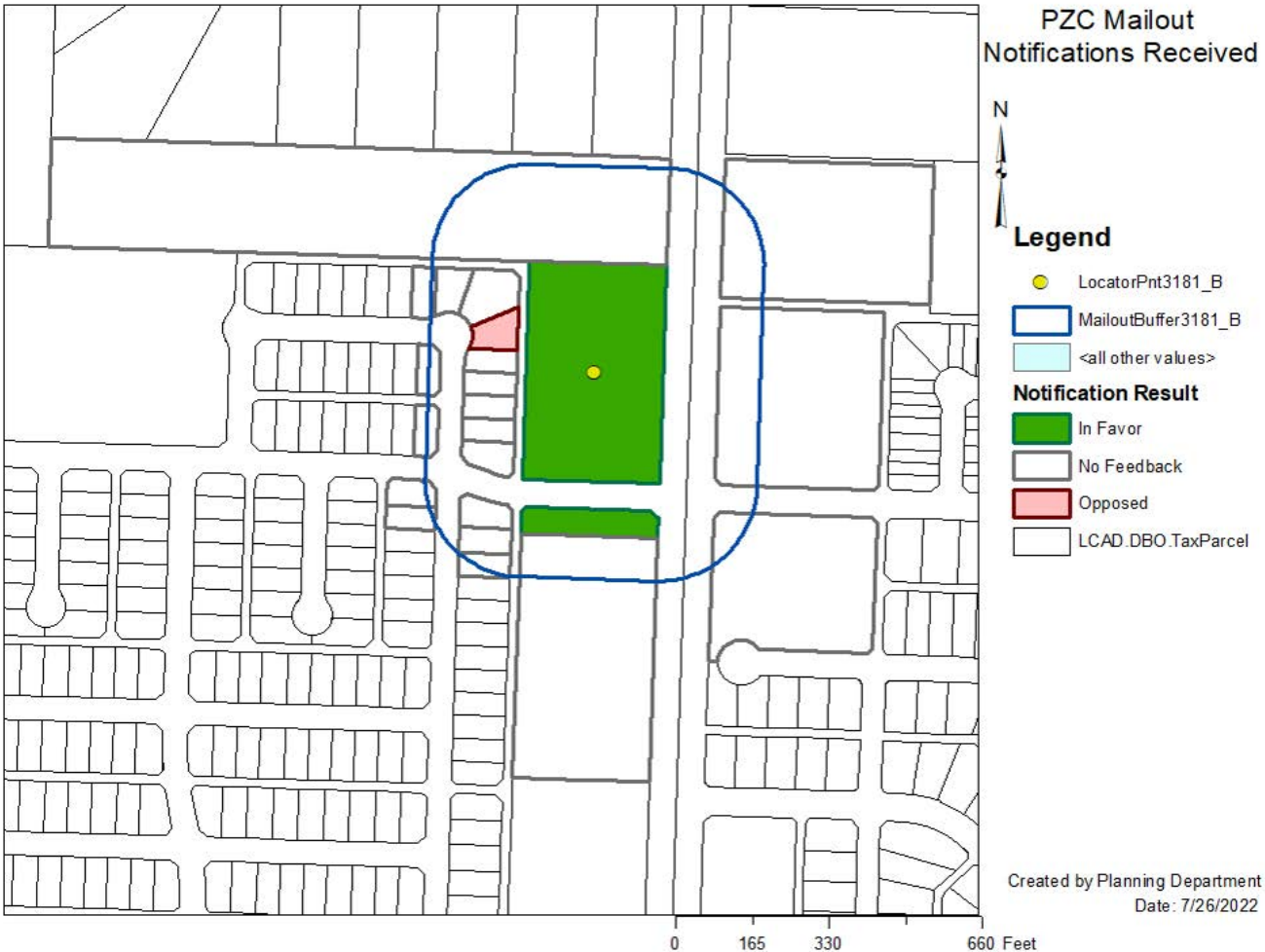
Case Number 3181-B



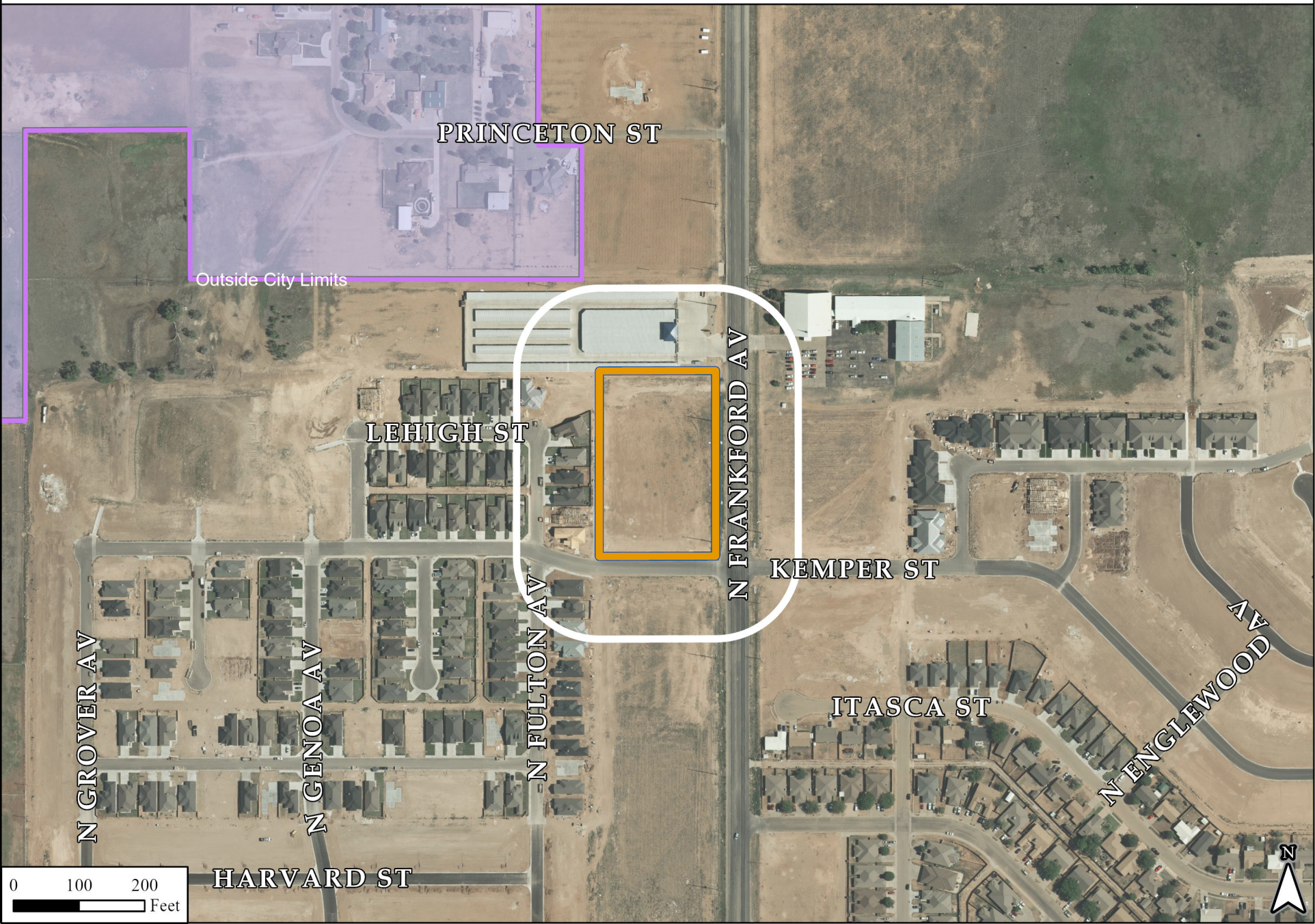
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

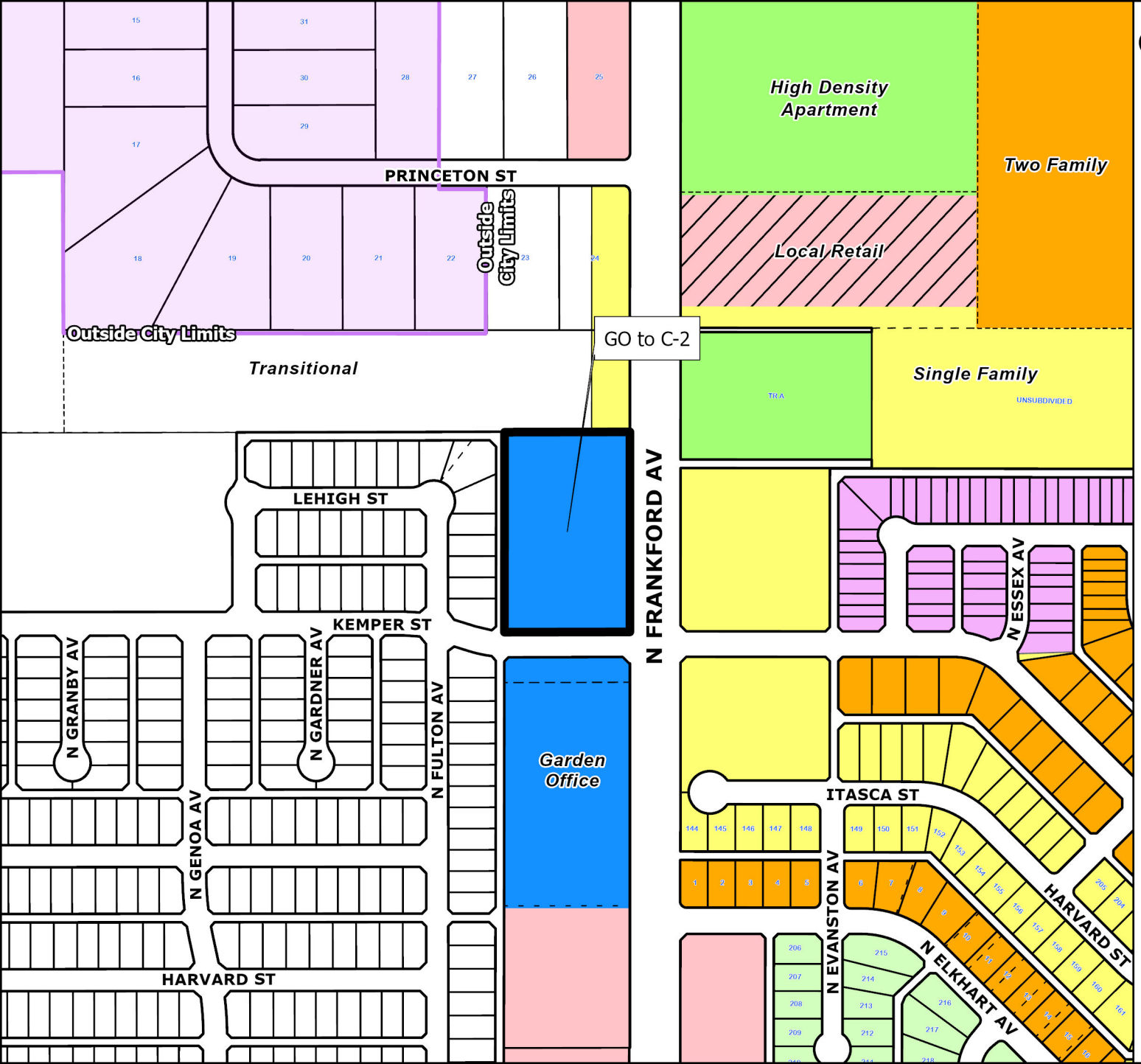
N
W E
S

Date Exported: July 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3181_B
MailoutBuffer3181_B
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 7/26/2022
0
165
330
660 Feet

Case Number 3181-B





Current Zoning 3181-B

Zoning Districts

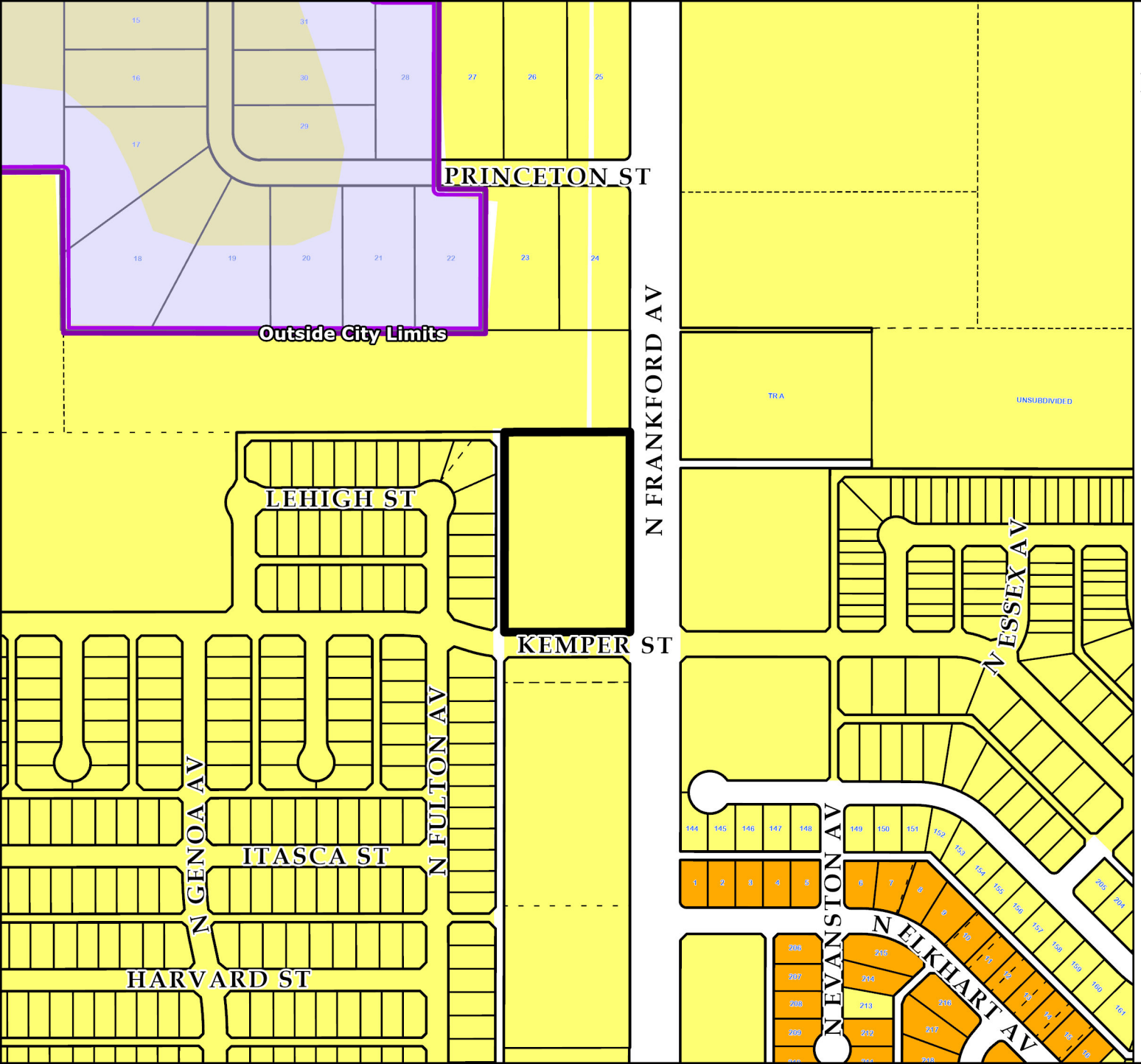
- Family Apartment
- High Density Apartment
- Local Retail
- Local Retail Specific Use
- Garden Office
- Single Family
- Single Family with Reducded Setbacks Specific Use
- Two Family
- Transitional

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022



Future Land Use Plan
Case 3181-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

0 150 300
Feet

City of Lubbock TEXAS

Date Exported: July 2022

West View.

East View.

North View.

South View.

3181-B

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Abacus Engineering Surveying

2737 81st St
Street/Post Office Box

Lubbock, TX 79423
City State Zip

(806) 745-7670
Telephone

For Ashok K Mittal

5811 87th St
Street/Post Office Box

Lubbock, TX 79424
City State Zip

(806) 543-9088
Telephone

Location or Address: North Frankford Ave, Lubbock, TX 79423

Legal Description:* See Attached

Existing Land Use: Vacant land

Existing Zoning: GO

Acreage or Square Footage of Property: 3.192 acres

Zoning Requested: C2

Proposed Development: Future Resturaunt

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Jonathan M Cieszinski
Applicant's Signature

6/23/2022
Date

Filing Fee: $484.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

EMAIL PLEASE

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.:** ***3181-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JONDAN WHEATLEY

Signature: _____

Address: 3913 114th ST, SUITE #7

Address of Property Owned: R331222

Phone Number: 806 781 7928

Email: JONDAN@JWLUBBOCK.COM

Zone Case Number: **3181-B** R331222 Recipient 2 of 22

806 LAND GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423-2277

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3181-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name AK MITTAL

Signature: AKMittal

Address: 5811-87th St Lubbock Tx 79424

Address of Property Owned: 1301 N Frankford Lubbock Tx

Phone Number: (806) 543-9088

Email: ____

Zone Case Number: **3181-B** R328050 Recipient 19 of 22

MITTAL, ASHOK K
5811 87TH ST

LUBBOCK TX 79424

RECEIVED
JUL 19 2022
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.:** ***3181-B***

In Favor ____

Opposed ✓

Reasons and/or Comments:

We are a new neighborhood & we purchased our new house knowing the existing zoning was in place. Retail will attract late night hours, crime & garbage in the area. This will effect our families & neighborhood home values.

Print Name Elizabeth Beaulieu

Signature: Elizabeth Beaulieu

Address: 1212 N. Fulton Ave. 79416

Address of Property Owned: 1212 N. Fulton Ave. 79416

Phone Number: (520) 850-8658

Email: beaulieu1@cox.net

Zone Case Number: 3181-B R334077 Recipient 11 of 22

BEAULIEU ELIZABETH & TIMOTHY

6525 E RAMONA MADERA LN

TUCSON AZ 85747

AI# 10893
Regular City Council Meeting
08/23/2022:

6. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0117, Amendment 34, amending the FY 2021-22 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

Item Summary

On August 9, 2022, the City Council approved the first reading of the ordinance.

I. Amend the FY 2021-22 Abandoned Vehicle Fund by increasing the appropriation by $345,000, from $1,031,100 to $1,376,100, for the purchase of an armored vehicle.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 34

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED VEHICLE FUND; 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 #34) for municipal purposes, as follows:

I. Amend the FY 2021-22 Abandoned Vehicle Fund by increasing the appropriation by $345,000, from $1,031,100 to $1,376,100, for the purchase of an armored vehicle.

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 _____.

_____
TRAY PAYNE, 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

AI# 10925
Regular City Council Meeting 6. 1. 1.
08/23/2022:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order No.13800006, with Lenco Industries, Inc., for the purchase of a Lenco BearCat G3, for the Police Department.

Item Summary

The Lubbock Police Department SWAT team is requesting the funds to purchase a Lenco BearCat G3 4-door armored vehicle. The SWAT team has had a Lenco BEAR (the full sized version of this armored vehicle) for over thirteen years. It has performed very well even when involved in incidents where it was shot at multiple times protecting the officers inside as, until this last year, and has protected the swat team on many operations the ability to use the bear to breach doors and make verbal contact with barricaded subjects has proven invaluable over the years. The mere presence of the bear tends to bring situations peacefully under control in the vast majority of times.

The Lenco BearCat is an updated frame and design and is available with certain capabilities that the bear does not have. The BearCat is able to insert gas from the hydraulic ram. This enables us to insert chemical agents without exposing any of our officers to do it. The hydraulic ram has many useful improvements to assist with safety while conducting the high risk functions of the SWAT team. Additionally, the BearCat is outfitted with a “RAMCAM” which can also be used to breach into a structure as described above and then allows us to have a camera/ visual immediately inside. We have attempted to retrofit the bear with these options but Lenco will not do that and will no longer fulfill the 10-year warranty, each time we’ve had to replace the glass on the bear it is a custom order and is getting more expensive each time.
The Lenco BearCat armored tactical vehicles are the most widely trusted SWAT vehicles in North America. Lenco vehicles are in use by over 700 U.S. Federal, State and local tactical teams to respond to active shooter scenarios, barricaded suspects, response and rescue, and high-risk warrants. Simply put, the BearCat is the standard in the industry for Law Enforcement Armored Response and Rescue vehicles, including our Police and Government. Lenco is a sole source provider.

Fiscal Impact

Total Cost: $343,234.00

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution PO 13800006- Lenco Industries, Inc
PO 13800006 Lenco Industries Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 13800006 for the purchase of a Lenco BearCat, as per Sole Source PUR 16755, by and between the City of Lubbock and Lenco Industries, Inc., of Pittsfield, Massachusetts, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Neal Barron for Floyd Mitchell
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

Jeff Hartsell
Jeff Hartsell, Assistant City Attorney

dm:ccdocs/RES.-PurchaseOrd 13800006 – Lenco BearCat
August 2, 2022

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/28/2022
Order Number 13800006 000 OP
Branch/Plant 138

TO:	LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DRIVE PITTSFIELD MA 01201-7831

SHIP TO:	CITY OF LUBBOCK P O BOX 2000 LUBBOCK TX 79457

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/9/2022 Freight .
Requested 8/9/2023 Taken By K MORGAN
Delivery PER J KOEING REQ SOLE SOURCE/PUR 16755

If you have any questions, please contact Jasper Koeing at 806-775-2859 or via email at JKoeing@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Lenco BearCat w/ Options	1.000	343,234.0000	EA	343,234.00	8/9/2023
				Total Order	
Terms NET 30				343,234.00	

This purchase order encumbers funds in the amount of $343,234.00 awarded to Lenco Industries, Inc. of Pittsfield, MA, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated July 15, 2022, from Lenco Industries, Inc. of Pittsfield, MA.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies 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.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association 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.

33. 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

34. 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.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 21844A

Customer Code: LU002
Quotation Date: 7/15/2022
Lenco Tax ID#: 04-2719777
Repeat Customer: Yes ☑ No ☐

Bill To
City of Lubbock
1314 Ave K
Lubbock, TX 79401

Ship To
Customer Pick-Up

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	FOB: Origin	Customer Pick-Up
Estimated Completion	**Inhouse Contact**	**Inspection & Acceptance**
12+ Months ARO (Est.)	Jim Massery	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	**$ 200,704.00**	**$ 200,704.00**
Paint Color: Lusterless Urban Green	100558			
LED Lights: Red & Blue				
Options:				
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	$ 34,958.00	$ 34,958.00
Diesel Engine, 6.7L Turbo	BCDLEN	1	$ 8,859.00	$ 8,859.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	$ 152.00	$ 1,216.00
4-Door Configuration	BC4DR	1	$ 7,858.00	$ 7,858.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	$ 7,182.00	$ 7,182.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	$ 12,479.00	$ 12,479.00
Gas Injector Unit	BCGIU	1	$ 14,552.00	$ 14,552.00
Gas Injector Storage Basket	BCGISB	1	$ 1,295.00	$ 1,295.00
Ram Cam with Monitor	BCRC	1	$ 23,928.00	$ 23,928.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	$ 1,404.00	$ 2,808.00
5 Pack Mag Kit	BCMAGKIT	1	$ 975.00	$ 975.00
G3/G4 Spare Tire with Run-Flat	BC40STRF	1	$ 4,954.00	$ 4,954.00
Back up Camera System with Monitor	BCBU	1	$ 2,297.00	$ 2,297.00
Electric Power Mirrors	BCMIR	1	$ 1,508.00	$ 1,508.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	$ 502.00	$ 502.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	$ 4,068.00	$ 4,068.00
Armored Oil Pan Guard	BCAOPG	1	$ 1,936.00	$ 1,936.00
Battery Trickle Charger (with Auto Eject)	BCTC	1	$ 1,392.00	$ 1,392.00
Intercom System; Inside to Outside	BCINT	1	$ 2,871.00	$ 2,871.00
Exterior Equipment Storage Compartment (Armored/Paddle Lock)	BCSCOMP	1	$ 3,020.00	$ 3,020.00
Ballistic Skip Round Shield	BCBSRS	2	$ 1,936.00	$ 3,872.00
BearCat (Configuration Subtotal)		**1**	**$ 343,234.00**	**$ 343,234.00**

Notes:

Subtotal	**$ 343,234.00**
Customer Pick-Up	$ -
Tax	$ -
Total Order	**$ 343,234.00**

WARNING: Information Subject to Export Control Laws
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL –

Authorized Signature: _____
Please Sign and Return

Authorized Signature: *Jim Massery*
Jim Massery

Thank You

AI# 10904
Regular City Council Meeting 6. 2.
08/23/2022:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0118, Amendment 35, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Commission on Environmental Quality for the Hazardous Waste Collection Event and the Electronics Waste Collection Event; providing for filing; and providing for a savings clause.

Item Summary

On August 9, 2022, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Hazardous Waste Collection Event.

II. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Electronics Waste Collection Event.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 35

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE HAZARDOUS WASTE COLLECTION EVENT AND THE ELECTRONICS WASTE COLLECTION EVENT; 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 #35) for municipal purposes, as follows:

I. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Hazardous Waste Collection Event.

II. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Electronics Waste Collection Event.

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_____.

_____
TRAY PAYNE, 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

AI# 10939
Regular City Council Meeting 6. 3.
08/23/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 36 amending the FY 2021-22 Budget for municipal purposes respecting Civil Service positions; providing for filing; and providing for a savings clause.

Item Summary

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021 and amended on May 24, 2022, is hereby amended a third time to replace page 197 of said Exhibit A, entitled "Police – Job Grade Summary," with the third amended page 197, which is attached hereto and made a part of this ordinance for all purposes (the “Third Amendment”) as it relates to the civil service positions.In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Third Amendment, are hereby established by Ordinance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #36
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING CIVIL SERVICE POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #36) for municipal purposes, as follows:

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021 and amended on May 24, 2022, is hereby amended a third time to replace page 197 of said Exhibit A, entitled "Police – Job Grade Summary," with the third amended page 197, which is attached hereto and made a part of this ordinance for all purposes (the "Third Amendment") as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Third Amendment, are hereby established by Ordinance.

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 _____.

_____
TRAY PAYNE, 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.Amend35.ord

Police - Job Grade Summary

Exhibit A

CLASSIFIED/SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2018-19	Actual FY 2019-20	Actual FY 2020-21	Budget FY 2021-22	Amended FY 2021-22	Change from Budget
Police Chief	143	1	1	1	1	1	-
Assistant Police Chief	PCS6	3	3	3	3	3	-
Deputy Police Chief/Police Captain	PCS5	8	8	7	7	7	-
Police Lieutenant	PCS4	18	18	19	19	19	-
Police Sergeant	PCS3	58	60	66	68	68	-
Police Detective/Corporal	PCS2	75	77	79	79	69	(10)
Patrol Officer	PCS1	204	283	277	255	265	10
Police Entry Level II	PNCE2	76	-	-	-	-	-
Police Entry Level 1-B	PNCE1B	-	3	13	13	13	-
TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY		443	453	465	445	445	-

NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2018-19	Actual FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Amended FY 2021-22	Change from Budget
Administrative Assistant	112	7	7	8	7	7	-
Communications Center Coordinator	126	1	1	1	1	1	-
Communications Shift Supervisor	123	3	3	6	6	6	-
Communications Training & Dev Coordinator	125	1	1	-	-	-	-
Crime Analyst	119	2	2	2	4	4	-
Fleet Services Unit Supervisor	119	-	-	-	1	1	-
Fleet Services Unit Attendant	116	-	-	-	2	2	-
Forensic Laboratory Manager	127	-	-	-	1	1	-
Forensic Specialist i	123	1	2	2	7	7	-
Juvenile Services Coordinator	121	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Administrative Assistant	115	1	1	2	3	3	-
Management Assistant	122	2	2	2	2	2	-
Parking Control Officer	108	6	6	6	6	6	-
Property and Evidence Unit Supervisor	121	-	-	-	1	1	-
Property Room Attendant	113	4	4	4	4	4	-
Public Information Officer	123	1	1	1	5	5	-
Public Information Specialist	119	1	1	1	-	-	-
Public Safety Call Taker	112	1	1	-	-	-	-
Public Safety Dispatcher I	114	28	28	28	28	28	-
Public Safety Dispatcher II	116	14	14	15	15	15	-
Public Service Officer	110	15	15	13	13	13	-
Records System Manager	126	1	1	1	1	1	-
Records System Operator	115	16	15	15	15	15	-
Records System Shift Supervisor	118	4	4	3	3	3	-
Sex Offender Registration Coordinator	117	1	1	1	1	1	-
TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY		112	112	113	128	128	-
TOTAL JOB GRADE SUMMARY		555	565	578	573	573	-

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 37 amending the FY 2021-22 Budget for municipal purposes respecting the Information Technology Fund and the Public Safety Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92551, Public Safety Improvement Project, and appropriate funding in the amount of $55,000, from $55,882,000 to $55,937,000.

II. Amend the Information Technology Operating Budget by decreasing Computer Equipment, from $700,000 to $645,000, and increase the transfer from the Information Technology Operating Fund to Public Safety Capital Project Fund in the amount of $55,000.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #37

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE INFORMATION TECHNOLOGY FUND AND THE PUBLIC SAFETY CAPITAL PROJECT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #37) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92551, Public Safety Improvement Project, and appropriate funding in the amount of $55,000, from $55,882,000 to $55,937,000.

II. Amend the Information Technology Operating Budget by decreasing Computer Equipment, from $700,000 to $645,000, and increase the transfer from the Information Technology Operating Fund to Public Safety Capital Project Fund in the amount of $55,000.

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 _____.

_____
TRAY PAYNE, 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.Amend37.ord
August 16, 2022

AI# 10953
Regular City Council Meeting 6. 5.
08/23/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Amendment 38, amending the FY 2021-22 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation, the Federal Transit Authority, and the Federal American Rescue Plan Act; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $39,600,000 from the Federal Transit Authority for the Low or No Emission Vehicle Program.

II. Accept and appropriate $500,000 from the Texas Department of Transportation for the Preliminary Engineering, Design and Environmental Work Planning.

III. Accept and appropriate $300,000 from the Federal American Rescue Plan Act for the Additional Assistance Route Planning Restoration Program.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #38

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION, THE FEDERAL TRANSIT AUTHORITY, AND THE FEDERAL AMERICAN RESCUE PLAN ACT; 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 #38) for municipal purposes, as follows:

I. Accept and appropriate $39,600,000 from the Federal Transit Authority for the Low or No Emission Vehicle Program.

II. Accept and appropriate $500,000 from the Texas Department of Transportation for the Preliminary Engineering, Design and Environmental Work Planning.

III. Accept and appropriate $300,000 from the Federal American Rescue Plan Act for the Additional Assistance Route Planning Restoration Program.

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 _____.

_____
TRAY PAYNE, 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/BudgetFY2122Amend38.ord
August 16, 2022

AI# 10906
Regular City Council Meeting 6. 6.
08/23/2022:

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider a Supplemental Ordinance updating the Vintage Township Service and Assessment Plan and Assessment Roll.

Item Summary

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-00058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township PID. Supplemental Ordinances reviewing and updating the Plan and levying the assessment on property within the PID were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017, September 27, 2018, September 24, 2019, September 8, 2020, and September 14, 2021.

On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

The bonds are not payable from City funds, so there will be no fiscal impact to the City.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Updated Service and Assessment Plan

ORDINANCE NO. _____

THE FIFTEENTH SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan (the "Plan") and Assessment Roll (the "Roll") and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Act") and the Plan require that the Plan and the Roll be annually reviewed and updated; and

WHEREAS, Supplemental Ordinances reviewing and updating the Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017; September 27, 2018; September 24, 2019; September 8, 2020, September 14, 2021 and

WHEREAS, the annual Plan update and updated Roll attached as Exhibit A hereto conform the original Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Roll, and update the Roll to reflect repayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the annual Plan update and the updated Roll in conformity with the requirements of the Act.

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

Section 1. Findings: THAT the findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll: THAT the Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit "A" are hereby accepted and approved.

Section 3. Effective Date: THAT this Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on_____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

VINTAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE
2022-23

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 13, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VINTAGE PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2022-23

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APPENDIX C - PID ASSESSMENT NOTICE

A. INTRODUCTION

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of $2,193,000 (the "Series 2008A Bonds") and the Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of $1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2022-23.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each Parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments are binding upon the owners of Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix C and copy of this Annual Service Plan Update will be filed with the county clerk in

each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

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B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

The actual total cost of Improvement Project A is $2,920,808, which represents a reduction in the budget for Improvement Project A included in the Service and Assessment Plan. The actual total cost of Improvement Project B was equal to $1,828,466, which also represented a reduction of the budget for Improvement Project B included in the Service and Assessment Plan. There were budget line item cost revisions for the Improvement Projects as reported by the Developer. The reductions in the budget and the budget line revisions were reflected in prior annual Service and Assessment Plan updates. The original and revised budgets for the Improvement Projects are included in Appendix A. The budget includes Improvement Project A and Improvement Project B.

As shown by Table B-1 below, the PID has incurred indebtedness in the total amount of $3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table B-1
Sources and Uses of Funds
Public Improvements

Sources of Funds	Improvement Project A Series A Bonds	Improvement Project B Series B Bonds	Total
Bond proceeds	$2,193,000	$1,279,000	$3,472,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$23,870	$64,798
Other private funds	$804,366	$833,286	$1,637,652
Total Sources of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**
Uses of Funds			
Improvement Project	$2,920,808	$1,828,466	$4,749,274
Capitalized Interest Account	$61,644	$128,694	$190,338
Collection Costs Account	$14,914	$27,226	$42,140
Reserve Account	$219,300	$127,900	$347,200
Prepayment Reserve Account	$40,928	$0	$40,928
Developer Sub-Account of the Prepayment Reserve Account	$0	$23,870	$23,870
Total Uses of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**

Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

A Service and Assessment Plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B-2 and Table B-3 below.

Table B-2
Improvement Project A
PID Sources and Uses of Funds
2008 – 2027

Sources of Funds	Year 2008-2022	Year 2023-2028	Total
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
Total Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
Total Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-3
Improvement Project B
PID Sources and Uses of Funds
2008 – 2027

Sources of Funds	Year 2008-2022	Year 2023-2028	Total
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
Total Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds			
Improvement Project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Develop Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
Total Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2008A and Series 2008B Bonds, of which sixteen (16) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2008A and Series 2008B Bonds with a maximum of nine percent per annum commencing with the issuance of the Series 2008A Bonds. The interest rate on the Series 2008A Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Series 2008A Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2022 and will be delinquent on February 1, 2023.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments for each Parcel and the Annual Installments and Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Series 2008A Bonds from the collection of the Annual Installments. The interest rate to be paid on the Series 2008A Bonds is 7.375 percent. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2022-23 is shown by Table B-4 on the following page.

(the remainder of this page is intentionally left blank)

Table B-4
Budget for the Annual Installments
to be Collected for 2022-23

Descriptions	Improvement Project A Series 2008A Bonds	Improvement Project B Series 2008B Bonds	Total
Interest payment on April 1, 2023	$69,880	$0	$69,880
Interest payment on October 1, 2023	$69,880	$0	$69,880
Principal payment on October 1, 2023	$48,000	$0	$48,000
Subtotal Debt Service on Bonds	*$187,760*	*$0*	*$187,760*
Annual Collection Costs	$15,000	$0	$15,000
Subtotal Expenses	*$202,760*	*$0*	*$202,760*
Available Capitalized Interest Account	$0	$0	$0
Available Administrative Fund	$0	$0	$0
Subtotal Funds Available	*$0*	*$0*	*$0*
Annual Installment to be Collected	**$202,760**	**$0**	**$202,760**

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As explained above, the interest rate on the Series 2008A Bonds is 7.375 percent per annum, which is used to calculate the interest on the Assessment Part A.

Annual Installments to be Collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots, other than the newly subdivided Phase Three Lots, is calculated as $5,732 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2022-23 are shown in Table B-5 below.

Table B-5
Interest Due on Assessment Part A
to be Collected for 2022-23

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,732	1.00	$5,732	7.375%	$422.72
Land Use Class 2	$5,732	1.66	$9,515	7.375%	$701.71
Land Use Class 3	$5,732	2.29	$13,126	7.375%	$968.03

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2022-23 is $48,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2023. The Total Assessment Part A outstanding is shown as $1,895,041 in Appendix B after the regular principal payment on October 1, 2022. Accordingly, the Assessment Part A due for 2022-23 is 2.5329 percent of the outstanding Assessment Part A (i.e., $48,000 ÷ $1,895,041 = 2.5329%).

The Assessment Part A due to be collected from each Land Use Class for 2022-23 is shown in Table B-6 below.

Table B-6
Assessment Part A Due
to be Collected for 2022-23

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,732	2.5329%	$145.18
Land Use Class 2	$9,515	2.5329%	$241.00
Land Use Class 3	$13,126	2.5329%	$332.47

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,895,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2022-23 is 0.7915 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,895,041 = 0.7915%). The Annual Collection Costs to be collected for 2022-23 is shown in Table B-7 below.

Table B-7
Annual Collection Costs for Assessment Part A
to be Collected for 2022-23

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,732	0.7915%	$45.37
Land Use Class 2	$9,515	0.7915%	$75.31
Land Use Class 3	$13,126	0.7915%	$103.90

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2022-23, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-8 on the following page.

Table B-8
Annual Installment Part A
to be Collected for 2022-23

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$422.72	$145.18	$567.90	$45.37	$613.27
Land Use Class 2	1.66	$701.71	$241.00	$942.71	$75.31	$1,018.02
Land Use Class 3	2.29	$968.03	$332.47	$1,300.50	$103.90	$1,404.39

As of April 1, 2014, all outstanding Assessment Part B were prepaid and the corresponding Series 2008B Bonds were fully redeemed with proceeds of the prepayments. As a result, Assessment Part B is no longer collected from the Parcels in the PID.

Annual Installments to be Collected from Phase Three Lots

The Assessment Part A per Equivalent Unit amounts allocated to the lots within Phase Three (the " Phase Three Lots") was $5,752 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $5,732 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due for the Phase Three Lots are calculated separately based on the Assessment amounts allocated to each of these subdivided Parcels as shown below.

The Assessment Part A per Equivalent Unit for the Phase Three Lots is calculated as $5,752 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the Phase Three Lots for 2022-23 are shown in Table B-9 below.

Table B-9
Interest Due on Assessment Part A – Phase Three Lots
to be Collected for 2022-23

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,752	1.00	$5,752	7.375%	$424.19
Land Use Class 2	$5,752	1.66	$9,548	7.375%	$704.16
Land Use Class 3	$5,752	2.29	$13,172	7.375%	$971.40

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2022-23 is $48,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2023. The Total Assessment Part A outstanding is shown as $1,895,041 in Appendix B. Accordingly, the Assessment Part A due for 2022-23 is 2.5329 percent of the outstanding Assessment Part A (i.e., $48,000 ÷ $1,895,041 = 2.5329%).

The Assessment Part A due to be collected for Phase Three Lots for 2022-23 from each of the subdivided lots is shown in Table B-10 below.

Table B-10
Assessment Part A Due – Phase Three Lots to be Collected for 2022-23

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,752	2.5329%	$145.69
Land Use Class 2	$9,548	2.5329%	$241.84
Land Use Class 3	$13,172	2.5329%	$333.63

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,895,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2022-23 is 0.7915 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,895,041 = 0.7915%). The Annual Collection Costs to be collected for Phase Three Lots for 2022-23 is shown in Table B-11 below.

Table B-11
Annual Collection Costs for Assessment Part A – Phase Three Lots to be Collected for 2022-23

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,752	0.7915%	$45.53
Land Use Class 2	$9,548	0.7915%	$75.58
Land Use Class 3	$13,172	0.7915%	$104.26

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2022-23 from each of the Phase Three Lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-12 on the following page.

Table B-12
Annual Installment Part A – Phase Three Lots
to be Collected for 2022-23

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$424.19	$145.69	$569.88	$45.53	$615.41
Land Use Class 2	1.66	$704.16	$241.84	$946.00	$75.58	$1,021.58
Land Use Class 3	2.29	$971.40	$333.63	$1,305.03	$104.26	$1,409.28

There is no Annual Installment Part B to be collected from the Phase Three Lots.

III. Annual Optional Redemption Review

The Bonds were issued in April 2008. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after October 1, 2018, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Bonds may be viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding is currently viable will inform the City accordingly.

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C. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The Equivalent Unit factors are the ratio of the Assessments as allocated to each lot in each property class. These Equivalent Unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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D. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) The identification of each Assessed Parcel in the PID (including, if available, the tax Parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in the Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix B. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any Parcels.

I. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional Parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2022-23.

Consolidated Parcels

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014.

According to Lubbock Central Appraisal District Parcels R318373, R318374, R318375, R318376, and R318377 (all Land Use Class 1) were consolidated and replatted as R318373 in 2018.

According to Lubbock Central Appraisal District Parcels R314871 and R314872 (Land Use Class 2 and Land Use Class 3 lots, respectively) were consolidated and replatted as R314871 as of August 7, 2020.

According to Lubbock Central Appraisal District Parcels R318369, R318370, R318371, and R318372, (all Land Use Class 1) were consolidated and replatted as R318369 as of August 7, 2020.

As a result, the consolidated Assessment Part A and the 2022-23 Annual Installment for the four newly consolidated Parcels is shown in Table D-1 on the following page.

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Table D-1
Annual Installment Part A before and after Consolidation

Prior to Consolidation			After Consolidation		
Parcel	**Assessment Part A**	**Annual Installment Part A**	**Parcel**	**Assessment Part A**	**Annual Installment Part A**
R318307	$5,751.79	$615.41	R318307	$11,504	$1,230.81
R318308	$5,751.79	$615.41			
R318313	$5,751.79	$615.41	R319314	$11,504	$1,230.81
R318314	$5,751.79	$615.41			
R318328	$9,547.97	$1,021.58	R318328	$15,300	$1,636.98
R318329	$5,751.79	$615.41			
R318373	$5,751.79	$615.41	R318373	$28,759	$3,077.03
R318374	$5,751.79	$615.41			
R318375	$5,751.79	$615.41			
R318376	$5,751.79	$615.41			
R318377	$5,751.79	$615.41			
R314871	$9,514.76	$1,018.02	R3148712	$22,641	$2,422.41
R314872	$13,125.78	$1,404.39			
R318369	$5,751.79	$615.41	R3183692	$23,007	$2,461.62
R318370	$5,751.79	$615.41			
R318371	$5,751.79	$615.41			
R318372	$5,751.79	$615.41			
Total	**$112,713.52**	**$12,059.67**	**Total**	**$112,713.52**	**$12,059.67**

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

II. PREPAYMENT OF ASSESSMENTS

Assessment Part A has been prepaid for nine lots through July 31, 2022. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2022.

Assessment Part B has been prepaid for all Parcels as of July 31, 2022. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 31, 2022.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401.

E. UPDATES OF MISCELLANEOUS PROVISIONS

There are no additional updates to be included in the Annual Service Plan update for 2022-23.

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APPENDIX A
THE IMPROVEMENT PROJECTS

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
Hard Costs	**Original Budget**	**Budget Changes**	**Revised Budget**	**Original Budget**	**Budget Changes**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	*$2,150,447*	*($17,286)*	*$2,133,161*	*$2,128,463*	*($722,938)*	*$1,405,525*
Soft Costs						
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	*$513,936*	*$273,711*	*$787,647*	*$278,405*	*$144,536*	*$422,941*
Contingency	**$266,439**	**($266,439)**	**$0**	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

APPENDIX B
ASSESSMENT ROLL SUMMARY – 2022-23

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2022-2023
Summary

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310561	3	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310562	4	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310563	5	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310564	6	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310565	7	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310566	8	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310567	9	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310568	10	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310569	11	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310570	12	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310571	13	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310572	14	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310573	15	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310574	16	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310575	17	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310576	18	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310577	19	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310578	20	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310579	21	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310580	22	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310581	23	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310582	24	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310583	25	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310584	26	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310585	27	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310586	28	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310587	29	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310588	30	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310591	33	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310592	34	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310593	35	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310594	36	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310595	37	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310596	38	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310597	39	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310598	40	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310599	41	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310600	42	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310601	43	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310602	44	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310603	45	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310604	46	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310605	47	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310608	50	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310609	51	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310610	52	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310611	53	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310612	54	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310613	55	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310614	56	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310615	57	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R310623	60	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310624	61	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310625	62	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310626	63	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310627	64	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310628	65	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310630	67	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310631	68	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310632	69	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310633	70	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310634	71	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310636	73	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310637	74	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310638	75	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310639	76	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310640	77	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310641	78	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310642	79	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310643	80	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310644	81	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310645	82	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310646	83	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310647	84	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310648	85	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310649	86	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310650	87	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310653	90	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310654	91	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310655	92	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310656	93	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310657	94	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310658	95	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310659	96	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310660	97	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310661	98	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310662	99	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310663	100	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310664	101	2.29	$13,126	$0	$13,126	$1,300.50	$103.90	$1,404.39	$0.00	$0.00	$0.00	$1,300.50	$103.90	$1,404.39
R310665	102	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310666	103	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310667	104	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310668	105	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310669	106	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310670	107	1	$5,732	$0	$5,732	$567.90	$45.37	$613.27	$0.00	$0.00	$0.00	$567.90	$45.37	$613.27
R310671	108	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310672	109	1.66	Prepaid	$0	Prepaid	$0.00	$0.00	Prepaid	$0.00	$0.00	$0.00	$0.00	$0.00	Prepaid
R310673	110	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R310674	111	1.66	$9,515	$0	$9,515	$942.71	$75.31	$1,018.02	$0.00	$0.00	$0.00	$942.71	$75.31	$1,018.02
R314854	112	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314855	113	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314856	114	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314857	115	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314858	116	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314859	117	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314860	118	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314861	119	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314862	120	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314863	121	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314864	122	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314865	123	2.29	$13,126	Prepaid	$13,126	$1,300.50	$103.90	$1,404.39	Prepaid	Prepaid	Prepaid	$1,300.50	$103.90	$1,404.39
R314866	124	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R314867	125	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314868	126	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314869	127	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314870	128	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314871[2]	129	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314872	130	2.29	$13,126	Prepaid	$13,126	$1,300.50	$103.90	$1,404.39	Prepaid	Prepaid	Prepaid	$1,300.50	$103.90	$1,404.39
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314878	136	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314879	137	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314880	138	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314881	139	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314882	140	2.29	$13,126	Prepaid	$13,126	$1,300.50	$103.90	$1,404.39	Prepaid	Prepaid	Prepaid	$1,300.50	$103.90	$1,404.39
R314883	141	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314884	142	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314885	143	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314886	144	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314887	145	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314888	146	2.29	$13,126	Prepaid	$13,126	$1,300.50	$103.90	$1,404.39	Prepaid	Prepaid	Prepaid	$1,300.50	$103.90	$1,404.39
R314889	147	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314890	148	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314891	149	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314892	150	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314893	151	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314924	152	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314894	153	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314895	154	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314896	155	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314897	156	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314898	157	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314899	158	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314900	159	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314901	160	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314904	163	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314905	164	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314906	165	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314907	166	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314908	167	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314909	168	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314910	169	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314911	170	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314912	171	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314913	172	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314914	173	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314925	174	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314915	175	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314916	176	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314917	177	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314918	178	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314919	179	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314926	180	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314920	181	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R314921	182	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314922	183	1	$5,732	Prepaid	$5,732	$567.90	$45.37	$613.27	Prepaid	Prepaid	Prepaid	$567.90	$45.37	$613.27
R314923	184	1.66	$9,515	Prepaid	$9,515	$942.71	$75.31	$1,018.02	Prepaid	Prepaid	Prepaid	$942.71	$75.31	$1,018.02
R318305[1]	185	2.29	$13,172	Prepaid	$13,172	$652.51	$52.13	$704.64	Prepaid	Prepaid	Prepaid	$652.51	$52.13	$704.64
R338896[1]						$652.51	$52.13	$704.64	Prepaid	Prepaid	Prepaid	$652.51	$52.13	$704.64
R318306	186	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R318307[2]	187	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318308	188	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318309	189	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318310	190	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318311	191	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318312	192	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318313	193	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318314[2]	194	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318315	195	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318316	196	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318317	197	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318318	198	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318319	199	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318320	200	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318321	201	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318322	202	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318323	203	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318324	204	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318393	207	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318327	208	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318328[2]	209	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318329	210	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318330	211	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318394	212	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318331	213	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318332	214	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318333	215	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318334	216	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318335	217	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318336	218	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318337	219	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318338	220	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318339	221	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318340	222	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318341	223	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318344	226	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318345	227	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318346	228	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318347	229	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318348	230	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318349	231	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318350	232	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318351	233	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318352	234	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318353	235	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318355	237	2.29	$13,172	Prepaid	$13,172	$1,305.03	$104.26	$1,409.29	Prepaid	Prepaid	Prepaid	$1,305.03	$104.26	$1,409.29
R318356	238	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318357	239	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318358	240	2.29	$13,172	Prepaid	$13,172	$1,305.03	$104.26	$1,409.29	Prepaid	Prepaid	Prepaid	$1,305.03	$104.26	$1,409.29
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318360	242	2.29	$13,172	Prepaid	$13,172	$1,305.03	$104.26	$1,409.29	Prepaid	Prepaid	Prepaid	$1,305.03	$104.26	$1,409.29
R318361	243	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318362	244	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318363	245	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318364[1]	246	2.29	$13,172	Prepaid	$13,172	$652.51	$52.13	$704.64	Prepaid	Prepaid	Prepaid	$652.51	$52.13	$704.64
R335355[1]						$652.51	$52.13	$704.64	Prepaid	Prepaid	Prepaid	$652.51	$52.13	$704.64
R318365	247	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318366	248	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318367	249	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41

Property			Assessments			Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R318395	250	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318368	251	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318369[2]	252	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318370	253	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318371	254	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318372	255	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318373[2]	256	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318374	257	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318375	258	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318376	259	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318377	260	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318378	261	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318379	262	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318380	263	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318381	264	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318382	265	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318383	266	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318384	267	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318397	268	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318385	269	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318386	270	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318387	271	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318388	272	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318389	273	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318390	274	1.66	$9,548	Prepaid	$9,548	$946.00	$75.58	$1,021.58	Prepaid	Prepaid	Prepaid	$946.00	$75.58	$1,021.58
R318391	275	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318392	276	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
R318396	277	1	$5,752	Prepaid	$5,752	$569.88	$45.53	$615.41	Prepaid	Prepaid	Prepaid	$569.88	$45.53	$615.41
Total		**342.52**	**$1,895,041**	**$0**	**$1,895,041**	**$187,759**	**$15,000**	**$202,759**	**$0**	**$0**	**$0**	**$187,759**	**$15,000**	**$202,759**

1 - The 2022-23 Annual Installment to be billed will be allocated evenly between multiple accounts per information provided by Lubbock Central Appraisal District.

2 - Parcel represents the account to be billed for consolidated parcels per Lubbock Central Appraisal District Records.

APPENDIX C
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO
CITY OF LUBBOCK, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lubbock, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Vintage Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

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

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

Date: _____

_____
Signature of Purchaser

_____
Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____

Notary Public, State of Texas

AI# 10888
Regular City Council Meeting 6. 7.
08/23/2022:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2022-O0119, abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

Item Summary

On August 9, 2022, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas. The total area being closed is 6,506.4 square feet of the alley right-of-way, for a total of $20,993 due to the City of Lubbock, based on property land values. All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$20,993 to General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Alley Closure - Blk 3, Roberts & McWhorter Addition
Exhibit A - Roberts & McWhorter Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 3, ROBERTS AND MCWHORTER ADDITION, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 601, PAGE 197, OF THE OFFICIAL DEED RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the alley right-of-way hereinafter described in the body of this Ordinance is no longer needed for alley right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley 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 alley right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley right-of-way purposes and for public use, such alley right-of-way 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 _____, 2022.

Passed by the City Council on second reading this ____day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

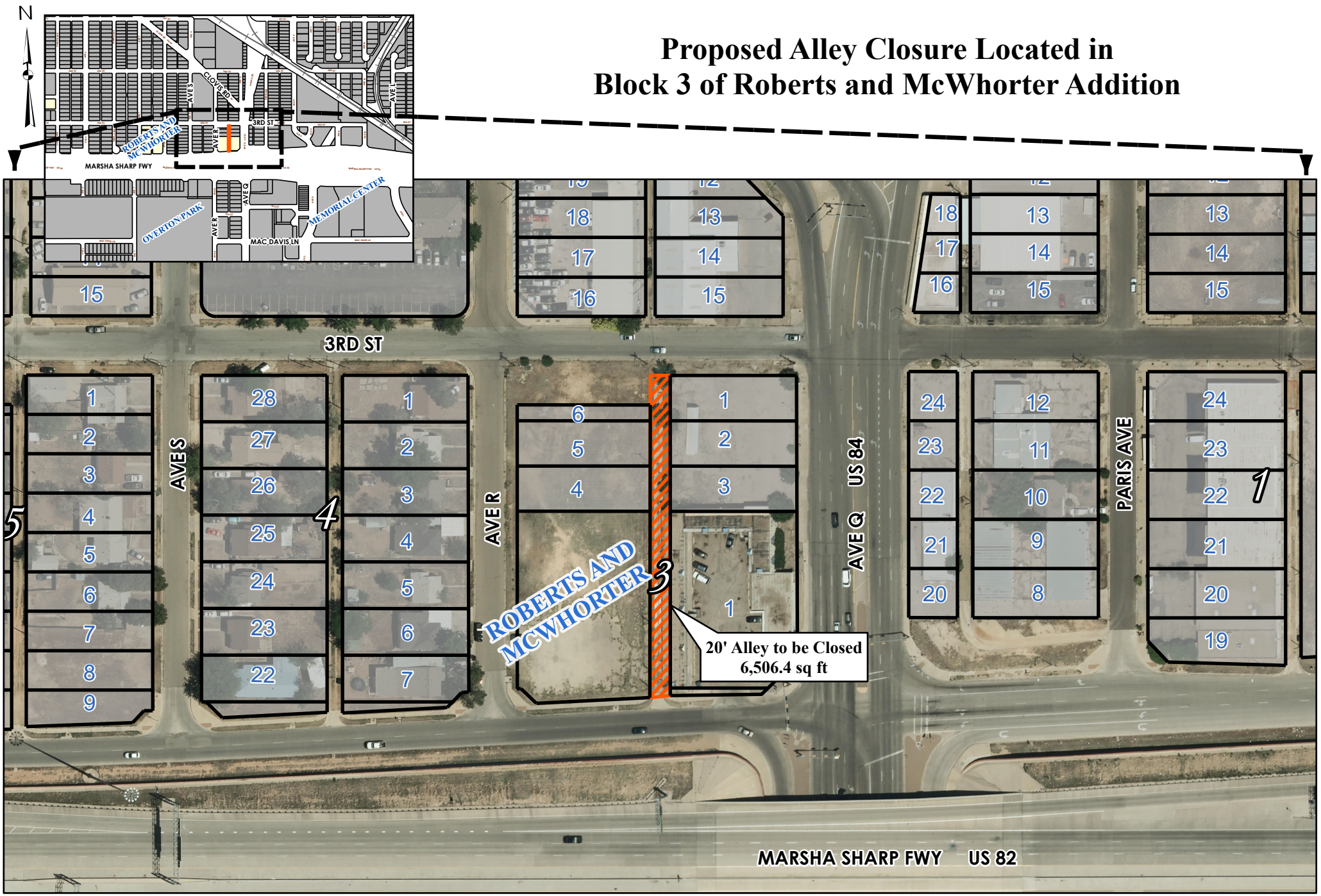
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Alley ROW, Block 3, Roberts & McWhorter Addition
5.26.22

Proposed Alley Closure Located in Block 3 of Roberts and McWhorter Addition



Feet
0 100 200 300

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 - May 2021

AI# 10902
Regular City Council Meeting
08/23/2022:

6. 8.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to Execute Amendment No. 1 to the Professional Services Agreement Contract No. 16588, for flood protection planning for watersheds - TWDB Project No. 40065, with Freese and Nichols, Inc.

Item Summary

The City of Lubbock proposes to complete flood protection planning activities for restoration of the Canyon Lakes System by completing a flood protection study of the two relevant hydraulic Unit Code 10 watersheds. Recent storms have emphasized the needs to implement detailed planning for flood protection in these areas.

Since entering into this agreement with Freese and Nichols, Inc. they have received guidance from the Texas Water Development Board (TWDB) regarding a need to amend the original professional service agreement. This Amendment No. 1 will bring the professional service contract into compliance with the TWDB. The proposed amendment does not change the dollar amount of the contract nor does it change the scope of the project. A summary of the proposed changes to the original agreement are summarized in Exhibit A of Amendment No. 1.

Fiscal Impact

This Amendment No.1 is for zero dollars and is funded in Capital Improvements Project 8667, Flood Projection Study.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment 1
Original Agreement
CIP Spreadsheet
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 16588 for flood protection planning for watersheds – TWDB Project No. 40065, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, 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.Amend #1 to PSA 16588 FNI for TWDB project
08.10.22

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT Contract No. 16588 dated and entered into the 14th day of June 2022 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for flood protection planning for watersheds - Texas Water Development Board Project No. 40065 ("Project").

WITNESSETH:

WHEREAS, the Engineer's Project is for the carrying out and management of a watershed study funded by a Texas Water Development Board (TWDB) grant to the City.

WHEREAS, since entering into this Agreement, the Engineer has received guidance from the TWDB regarding a need to amend specific terms of the Agreement.

WHEREAS, now the City and Engineer enter into this Amendment No. 1 to bring the Agreement into compliance with the TWDB requirements for the Project.

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 this FIRST AMENDMENT and the following changes to the terms of the Agreement:

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. Engineer agrees and acknowledges that it is subject to all applicable requirements of the master contract between the City of Lubbock and the Texas Water Development Board, including the applicable timeline. Engineer adopts herein by reference the requirements of Section II Article VII of the TWDB Contract, SUBCONTRACTS.

Exhibit "A" of the Agreement is hereby replaced by the attached Exhibit "A" and incorporated herein.

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.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2022.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____

John Dewar, P.E., Vice President

FREESE AND NICHOLS

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT # 1

City of Lubbock

1314 Avenue K

Lubbock, TX 79401

FNI Project: **TBD**

Client Contract: **16588**

Date: **7/26/2022**

Project Name: Flood Protection Planning for Watersheds

Reference: Resolution - 2022-R0259 - Contract 16588 with Freese and Nichols 6.14.22, attached

Description of Services:

Amend ARTICLE VI. SCOPE OF WORK (Page 5 of 25)
Add after the first sentence, "Engineer agrees and acknowledges that it is subject to all applicable requirements of the master contract between the City of Lubbock and the Texas Water Development Board, including the applicable timeline. Engineer adopts herein by reference the requirements of Section II Article VII of the TWDB Contract, SUBCONTRACTS."

Amend ARTICLE VII. INDEPENDENT CONTRACTOR STATUS (Pages 5-6 of 25)
Delete all text after the first paragraph.

Amend EXHIBIT A – SCOPE OF SERVICES (Pages 14-24 of 25)

- Replace all references to "Basic Services" and replace with "Services."
- Under SCHEDULE and immediately after the first sentence, add "The duration of the project is from June 14, 2022, to June 14, 2024."
- Change "TASK & EXPENSE BUDGETS" TO "BUDGET.
- Under the TASK BUDGET chart, delete the EXPENSE BUDGET, chart, and associated footnotes.
- Under the TASK BUDGET chart, add "As charges are accrued for each task, the FNI invoice will include a full backup for all labor and expenses charged to the project. These charges will be summarized on a cover page and will match the standard TWDB Outlay documents.

Deliverables:	No change
Schedule:	No change
Compensation Type:	Not to Exceed Fee
Current Contract Amount:	$750,000
Amount of this Amendment:	$0
Revised Total Amount Authorized:	$750,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Lubbock

By: _____

Name: Adam Josh Krostwick

Title: Assistant City Engineer

Date: 08/10/2022

FREESE AND NICHOLS, INC.

By: _____

Name: John Dewar, P.E.

Title: Vice President

Date: 7/26/2022

Resolution No. 2022-R0259
Item No. 6.6
June 14, 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 16588 for flood protection planning for watersheds, by and between the City of Lubbock and Freese and Nichols, Inc., a Texas Corporation, 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 June 14, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No.16588 FNI flood protection planning
5.13.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 16588 is entered into this 14th day of June, 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Flood Protection Planning for Watersheds (TWDB Project No. 40065) (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 24 months. 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 $750,000.00 as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:

A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.

B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

1. The Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;
2. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;
3. Ownership of data, materials, and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or GRANTEE will become data, materials, and work papers owned by TWDB and Subcontractor will have no proprietary rights in such data, materials, and work papers, except as further described in Section II, Article V;
4. Subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
5. Subcontractor is solely responsible for securing all required licenses and permits from local, state, and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
6. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury, or death.

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and

hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail

coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

FREESE AND NICHOLS, INC.

Heather Keister, P.E.
1500 Broadway Street, Suite 1150
Lubbock, Texas, 79401
Telephone: 806-686-2706
Facsimile: 817-735-7491

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

Zoltan Fekete, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: zfekete@mylubbock.us
Telephone: 806-775-3317

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under

this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

Q. Texas Government Code 2274. By entering into this Agreement, 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. 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.

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

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Tray Payne, 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

Firm

Freese and Nichols

By: _____

John Dewar, P.E., Vice President

EXHIBIT A - SCOPE OF SERVICES

Flood Protection Planning for Watersheds

City of Lubbock, Texas

Texas Water Development Board Project No. 40065

PROJECT UNDERSTANDING: The City of Lubbock has been awarded a grant under the newly created Texas Flood Infrastructure Fund (FIF) to develop a watershed study for the Canyon Lakes System on the City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301). The FIF is managed by the Texas Water Development Board (TWDB) and it was created to assist in the financing of drainage, flood mitigation and flood control projects. The watershed study will include the development of hydrologic and hydraulic models that will serve as planning tools to define flood hazard risks for private property and public infrastructure. The models will also provide a platform for developing and evaluating improvement alternatives. A dam safety assessment of a maximum of eight (8) dam structures will also be performed including inspections, hazard classifications updates, and breach analyses where applicable.

This flood protection planning study includes use of the best and most current data with regard to cumulative changes in land cover and land use (development), updated rainfall data (NOAA Atlas 14), updated topographic data (LiDAR), topographic survey and stream cross-sectional data, and application of new technology to develop more accurate floodplain modeling and mapping. Updated software shall be used to better represent the conditions in Lubbock. The updated models will be compared to the existing FEMA floodplain maps and all differences will be noted. Coordination with FEMA will occur throughout the process so that the submitted data complies with the latest FEMA requirements.

Task 1: Project Management and Meetings

A. General project management and communications with the City and partner entities.

B. Project kickoff meeting with City staff and partner entities staff.

C. Monthly status reports.

D. Up to six (6) additional meetings including a project kickoff and data collection meeting, hydrology review meeting, hydraulics review meeting, alternatives review meeting, dam assessment meeting, and final report review meeting.

Task 2: Public Outreach

A. Development of a web survey to collect resident feedback on known drainage issues within the watershed. The web survey will be posted on the City's website and promoted via social media platforms by the City.

B. Prepare for and facilitate three (3) public meetings during the project to communicate with the public. The public meetings will be held at the project kickoff phase, after completion of the flood risk analysis task, and at the completion of the project to present the watershed study results.

C. Coordination with non-NFIP Participating Entities. There is one (1) non-NFIP participating community in the larger Project Area that are not members of the National Flood Insurance Program (NFIP) and do not currently enforce floodplain management ordinances that are at least equivalent to the NFIP minimum standards. In accordance with Flood Infrastructure Fund program requirements, City of Lubbock staff or designates will reach out individually to the one (1) non-NFIP participating community of Smyer, Texas, to provide assistance to this non-NFIP

participating community to draft and recommend adoption of floodplain ordinances that meet the NFIP minimum standards. Assistance will consist of written correspondence and one (1) teleconference to discuss floodplain ordinances. Model floodplain ordinances developed by the TWDB will be provided by the City of Lubbock, or designate, to each non-NFIP community for their consideration.

Task 3: Data Collection

A. GIS data: topographic maps, LiDAR, zoning maps, storm drain system mapping, roadways, property lines, buildings, future land use maps, aerial imagery.

B. Previous plans and studies from partnering entities and other related authorities.

C. Existing hydrologic and hydraulic models.

D. Dam and reservoir original design plans from local sponsor.

E. Conduct up to (1) site visit to verify and document initial conditions.

F. System inventory of streams and City/County roadways.

G. Field Survey will be collected at bridge/culvert crossings and at intermittent creek cross sections to supplement and ground truth the LIDAR. At each crossing, survey will be collected for the hydraulic openings, railings, curbs, centerlines, and all other points necessary to adequately model the bridge or culvert. In addition, each crossing survey includes cross sections upstream of the crossing. Cross sections to be surveyed will include the channel geometry for 20 feet on either side of the banks. The remainder of the section will be supplemented with LIDAR as needed. The location of cross sections and crossings to be surveyed is defined to the road and railroad crossings that intersect the channel. This project will survey 2 low water crossings, 9 minor road/culverts crossings, 8 major road crossings, 4 Loop 289 crossings, 4 interstate I-27 crossings, 5 Dams/spillways, and 3 railroad crossings. The location of all survey to be collected will be verified with the City prior to commencing work.

Task 4. Screening Assessment

Development of a two-dimensional (2D) hydraulic model to perform high-level planning and analysis for the entirety of the Canyon Lakes System on the City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301). Perform "Rain-on-Mesh" analysis to define overland flow paths and identify flooding areas within and outside of the floodplain. Flow hydrographs will be developed for standard design storms including the 2, 5, 10, 25, 50, 100-year events (24-hr duration) for existing and ultimate development condition. Identify flood prone areas and document existing and fully developed structure overtopping (road crossings) and flooding potential (structures).

Task 5. Flood Risk Analysis

The purpose of this task is to develop detailed hydrologic and hydraulic modeling for City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301). These streams have been selected for detailed study due to the location of existing developments. The models will be developed in a format suitable for future submission to FEMA as a Letter of Map Revision (LOMR), but the preparation of a LOMR and associated FEMA coordination is beyond the scope of this study. A set of maps attached to this document are presented showing the project study area. In the study area, the detailed study area and 18 miles of detail streams analysis are shown in Figure 1 and Figure 2are shown.

A. Base Model Development

Develop or update hydrologic and hydraulic models for the study area. The models will utilize the latest estimates of rainfall for the area (Atlas 14), and the most appropriate level of detail as outlined below.

1) Approximate Detail – Typically undeveloped, rural areas. Simplified hydrology and 1D unsteady flow hydraulic modeling of large riverine drainage features.
2) High Detail – Mostly developed areas, low to medium density. Detailed hydrology and high-resolution hydraulic modeling of open channels, including limited use of 2D modeling.
3) A map showing the approximate and detailed study area is attached as Figure 1.

B. Detailed Hydrologic Analysis

1) Delineate watersheds and sub-watersheds for the study area.
2) Define model input parameters for the study area.
3) Create both existing and fully-developed land use advanced hydrologic models in FEMA approved modeling software and typically used in the region for the study area based on the National Resources Conservation Service (NRCS) unit hydrograph method.
4) Determine the existing and fully-developed discharges for the study area for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
5) Calculate basin routing parameters using the Modified Puls (where hydraulic models are available) or Muskingum Cunge method.

C. Detailed Hydraulic Analysis

1) Develop new unsteady hydraulic models.
2) Update channel and pond routings in hydrologic modeling.
3) Determine the existing and fully-developed water surface elevations for the 18 miles of streams within the detailed study area for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
4) Develop the existing and fully-developed conditions 100-year floodplains within the stream study limits. Identify flood prone areas and document existing and fully-developed structure overtopping (road crossings) and flooding potential (structures).
5) Identify flood prone areas and document existing and fully-developed structure overtopping (road crossings) and flooding potential (structures).

Task 6. Critical Flood Hazard Alternatives Analysis

A. Utilize staff input and results from Task 4 and 5 to identify up to ten (10) critical flood hazard areas within the City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301). Criteria for hazard ranking and flood areas will follow the procedures developed in the City of Lubbock SWMP.

B. If necessary, refine hydrologic and hydraulic analyses to achieve greater level of detail for critical flood areas identified in Task 3. It is assumed that additional analysis will be required for up to five (5) areas.

C. Develop up to two (2) conceptual level alternatives to resolve identified structure and roadway crossing flooding at up to ten (10) critical flood areas.

D. Evaluate the alternatives for the 2-, 5-, 10-, 25-, 50- and 100-year storm events.

E. Develop corresponding exhibits depicting the concept and resulting reduction in flooding

risks.

F. Develop alternatives with the goal of minimizing floodrisk considering economic constraints as specified by City. Achieving a 100-yr level of protection may not be economically feasible for all locations.

G. Prepare planning level opinion of probable construction cost (OPCC) for each alternative in 2021 dollars.

H. Rank project priorities using CIP prioritization criteria previously developed during Storm Water Master Plan effort.

I. Identify funding sources and financing strategies to adequately fund the necessary improvements for high ranking projects.

J. When possible and as applicable, evaluations of flood risk reduction solutions, including flood mitigation projects, should be consistent with "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts, which can be found at: https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp.

K. Each feasible flood mitigation alternatives evaluated must identify and compare cost and benefits of projects. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefit of the project will include the following items, as applicable:

- Number of structures with reduced 100-year (1% annual chance) flood risk.
- Number of structures removed from 100-year (1% annual chance) flood risk.
- Number of structures removed from 500-year (0.2% annual chance) flood risk.
- Residential structures removed from 100-year (1% annual chance) flood risk.
- Estimated Population removed from 100-year (1% annual chance) flood risk.
- Critical facilities removed from 100-year (1% annual chance) flood risk (#).
- Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
- Estimated reduction in road closure occurrences.
- Estimated length of roads removed from 100-year flood risk (miles).
- Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
- Estimated reduction in fatalities (if available).
- Estimated reduction in injuries (if available).
- Pre-Project Level-of-Service
- Post-Project Level-of-Service
- Cost/ Structure removed
- Percent Nature-based Solution (by cost)
- Negative Impact (Y/N)
- Negative Impact Mitigation (Y/N)
- Social Vulnerability Index (SVI)

- Water Supply Benefit (Y/N)
- Traffic Count for Low Water Crossings

L. The recommended solutions must be permittable, constructable and implementable.

M. The recommended flood risk reduction solutions must have no negative effect on neighboring areas in accordance with statutory requirements for regional flood plans (Texas Water Code § 16.062(i) and (j)(2)). Recommended flood risk reduction solutions, including flood mitigation projects, must meet the definition and requirements regarding no negative effect identified in Exhibit C to the Regional Flood Planning Contracts, Technical Guidelines for Regional Flood Planning, which can be found at: https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp. The flood mitigation projects identified from this FIF CAT 1 study must comply with 'no negative effect' in order to be included in the regional flood plans.

Task 7. Dam Safety Assessment

FNI will perform a Dam Safety Assessment for up to eight (8) dams within the City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301). Information about the dams included in this study is summarized in Table 1, based on data collected from the National Inventory of Dams, and other online resources.

Table 1: Dams Summary

Structure ID	Name	Texas ID	Lat, Long (Decimal degrees)	Height (feet)	Maximum Pool Storage (acre-feet)	Normal Pool Storage (acre-feet)
1	Lake Ransom Canyon Dam	TX04028	N 33.5244 W 101.6781	26	1,620	560
2	McMillan Dam	TX04027	N 33.5335 W 101.6948	76	8280	4200
3	Canyon Lakes Project Dam No 6	TX04787	N 33.5655 W 101.8022	18	345	345
4	Unnamed Structure No. 3	N.A.	N 33.5854 W 101.8284	N.A.	N.A.	N.A.
5	Unnamed Structure No. 2	N.A.	N 33.5900 W 101.8297	N.A.	N.A.	N.A.
6	Canyon Lakes Project Dam No 3	TX04786	N 33.6006 W 101.8484	9	73	73
7	Canyon Lakes Project Dam No 2	TX04317	N 33.608 W 101.8631	12	50	50
8	Unnamed Structure No. 1	N.A.	N 33.61461 W 101.8761	N.A.	N.A.	N.A.

The Dam Safety Assessment will consist of the following tasks for all the dams mentioned in table 1, unless indicated otherwise:

A. Data Collection

1) Original design plans (i.e. as-builts).

2) Repair of modification design plans.

3) Inspection reports.

4) Previous dam assessment reports, breach analyses and/or emergency action plans, if available.

5) Texas Commission on Environmental Quality (TCEQ) dam inventory data.

6) NRCS dam assessment reports, breach analyses and/or emergency action plans.

B. Site Visits

1) Perform site visit to visually assess dam conditions and current status of operation and maintenance (O&M) activities. All sites visits will not include assessing the interior of principal spillways or conduits.

2) Develop condition worksheet to record inspection findings, including representative photographs. The condition worksheet will be acceptable for this project and will not be required for submission to TCEQ.

C. Hydrologic Capacity Analysis

1) Generate Probable Maximum Precipitation (PMP) depths based on recently updated TCEQ PMP guidelines, released in January 2017, and in accordance with guidance in the Texas Administrative Code (TAC §299.15). Additionally, generate frequency precipitation depths (2-year through 100-year) in accordance with the Local Ordinance

2) Develop a hydrologic model in HEC-HMS for evaluating the Probable Maximum Flood (PMF) for each dam according to TCEQ guidelines and State criteria (TAC §299.15). The design flood, expressed as a percentage of the PMF, will be determined based on findings of dam breach analysis and hazard classification determination. Elevation-storage data will be computed based on available LiDAR topography data, and a spillway discharge rating curve will be computed based on dimensions of the structure provided in available construction drawings.

3) Evaluate the dams' existing capacity, expressed as a percentage of the PMF, to determine whether the dam complies with TCEQ criteria for hydrologic adequacy.

4) Results of the hydrologic analysis will be presented in a technical report combined with the dam breach analysis.

D. Dam Breach Analysis

1) Develop dam breach model in HEC-RAS using two-dimensional unsteady flow capabilities to evaluate the required breach scenarios – normal pool breach, barely overtopping breach (if necessary), and design flood (PMF) breach. Model will be defined based on gathered topography data, and results from the Hydrologic Assessment will provide inflow hydrographs for the model. Downstream model extents will be defined based on breach attenuation down to less than one foot incrementally between breach and non-breach scenarios. Based on initial empirical estimates, the breach inundation length is likely not to exceed twenty-seven miles downstream from Lake Ransom Canyon Dam. Downstream and intervening drainage basins will be

included from the hydrologic analysis to represent incoming flows from adjacent tributary streams. Due to the complexity of the system, it will be necessary to include all six structures mentioned in Table 1 in a single hydraulic model to properly analyze the breach and hydrologic capacity of Lake Ransom Canyon Dam and McMillan Dam

2) Based on results from the dam breach model, evaluate the downstream hazard classification of structures 1 and 2, see table 1, according to TCEQ criteria (TAC §299.14).

3) Prepare breach inundation maps of the final breach scenarios for inclusion in an Emergency Action Plan (EAP) only for structures 1 and 2, refer to table. The inundation extents will be delineated based on the available topography data, and the maps will use aerial imagery as the background with appropriate base map layers and labels. Data included on the maps will satisfy TCEQ requirements for inclusion in an Emergency Action Plan, to be prepared by other.

4) Develop estimates of population at risk (PAR) within the breach inundation area for structures 1 and 2, refer to table 1.

5) Furnish one (1) digital copy of a draft technical report (PDF format) documenting the processes, assumptions, and findings of both the Hydrologic Assessment and the Dam Breach Analysis.

6) Meet with Owner to discuss findings of the Hydrologic Assessment and Breach Analysis. Purpose of meeting will be to review hydraulic adequacy of the dam as it relates to TCEQ criteria and hazard classification determined from the dam breach analysis.

E. Conceptual Alternative Analysis

1) Based on the findings of the hydrologic assessment and hazard classification evaluation, develop one conceptual rehabilitation alternative for Lake Ransom Canyon Dam and McMillan Dam to upgrade the structures to comply with TCEQ hydrologic capacity criteria based on dam size and hazard classification (TAC §299.15).

2) Provide planning-level cost estimates, or opinions of probable construction costs (OPCC), for the conceptual alternatives. These estimates will be intended for comparative decision-making purposes only and may differ from the actual construction costs following detailed design.

Task 8. City of Lubbock Watershed Study – Technical Report

A. Prepare Draft Technical Report documenting the findings and recommendations of the watershed study including digital deliverables such as field survey, GIS information, and hydrologic and hydraulic models in accordance with TWDB standards.

B. Draft report will be submitted in digital format (.pdf file) for City and TWDB review. Up to one (1) round of revisions to the report will be performed after receiving City and TWDB feedback. Final report will be submitted in digital format (.pdf file) and up to three (3) hard copies will be provided.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

1. Final design, bid, or construction phase services.
2. Analysis of areas beyond those outlined in the Scope of Basic Services.

3. Analysis of additional alternatives beyond those indicated in the Scope of Basic Services.
4. Additional site visits or meetings in excess of those defined on the Scope of Basic Services.
5. Application for state or federal permitting or an environmental document for NEPA clearance.
6. LOMR, CLOMR or other FEMA coordination.
7. Preparation of funding submittals or grant applications for projects.
8. Providing renderings, model, and mock-ups requested by the City.
9. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
10. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
11. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities.
12. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
13. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
14. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
15. Providing document revisions in excess of those outlined in Scope of Basic Services.
16. Providing environmental services.
17. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
18. Visits to the site in excess of the number described under Basic Service
19. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the CLIENT.
20. Bid phase services.
21. Construction phase services.
22. Performing extensive, non-routine investigations, studies and analyses of work proposed by construction Contractors to correct defective work.
23. Performing extensive, non-routine investigations, studies, and analyses of substitutions of materials or equipment or deviations from the plans and specifications.
24. Geotechnical investigations and analysis services.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services within twenty-four (24) months of receiving notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

SCHEDULE

The proposed total duration for this study is twenty-four (24) months. See below for an estimate of project schedule by Task:

TASK	DESCRIPTION	DURATION
1.0	PROJECT MANAGEMENT AND MEETINGS	24 Months
2.0	PUBLIC OUTREACH	6 Months (parallel task)
3.0	DATA COLLECTION AND SURVEY	5 Months
4.0	SCREENING ASSESSMENT	3 Months
5.0	FLOOD RISK ANAYSIS HYDROLOGY & HYDRAULICS	8 Months
6.0	CRITICAL FLOOD HAZARD ALTERNATIVES ANALYSIS	4 Months
7.0	DAM SAFETY ASSESSMENT	12 Months (parallel task)
8.0	TECHNICAL REPORT	4 Months
	Total Project Duration =	**24 Months**

TASK & EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1.0	PROJECT MANAGEMENT AND MEETINGS	$ 53,797
2.0	PUBLIC OUTREACH	$ 35,395
3.0	DATA COLLECTION AND SURVEY	$ 159,476
4.0	SCREENING ASSESSMENT	$ 64,497
5.0	FLOOD RISK ANAYSIS HYDROLOGY & HYDRAULICS	$ 125,915
6.0	CRITICAL FLOOD HAZARD ALTERNATIVES ANALYSIS	$ 82,984
7.0	DAM SAFETY ASSESSMENT	$ 141,075
8.0	TECHNICAL REPORT	$ 86,861
	Total Task Budget =	**$ 750,000**

EXPENSE BUDGET

CATEGORY	AMOUNT
Salaries & Wages[1]	$ 193,875.89
Fringe[2]	$125,185.66
Travel[3]	$694.40
Subcontract Services	$68,000
Other Expenses[4]	$2,740.00
Overhead[5]	$228,851.10
Profit	$130,652.95
TOTAL	**$750,000.00**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.
[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.
[3] Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded
[4] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

[5] Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT

EXHIBIT B

LUBBOCK RATE SCHEDULE

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates to be adjusted no more than 5% annually

LU819

City of Lubbock
Capital Project
Project Cost Detail
August 23, 2022

Capital Project Number:	8667
Capital Project Name:	Flood Protection Study

Encumbered/Expended	**Budget**
Contract 16588 with Freese and Nichols	750,000
Agenda Item August 23, 2022	
Amendment No. 1	-
Encumbered/Expended to Date	750,000
Estimated Costs for Remaining Appropriation	
Future Infrastructure Funding Study	12,500
Remaining Appropriation	12,500
Total Appropriation To Date	$762,500

Project Name **Flood Protection Study** *Project Number* **8667**

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Master Plans/Studies**

Project Status **Approved**

Project Scope

This flood protection planning study includes use of the best and most current data with regard to cumulative changes in land cover and land use, updated rainfall data, updated topographic data, topographic survey and stream cross-sectional data, and application of new technology to develop more accurate floodplain modeling and mapping. Updated software shall be used to better represent the conditions in Lubbock. The updated models will be compared to the existing FEMA floodplain maps and all differences will be noted. Coordination with FEMA will occur throughout the process so that the submitted data complies with the latest FEMA requirements. The scope of work for the flood protection planning study includes:

•Develop or update hydrologic and hydraulic models for the study area. The models will utilize the latest estimates of rainfall for the area (Atlas 14), and the most appropriate level of detail.
•Storm events to be evaluated including: 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, and 500-yr storms.
•Hydrologic and Hydraulic (H&H) models will be based on the most current topography (LiDAR) and limited survey where appropriate.
•Develop inundation maps representing existing conditions for all storm events listed previously.
•Identify areas at risk for structural and major roadway flooding due to riverine conditions, damage centers.
•Identify flood mitigation measures for the damage centers identified above. These may include conveyance improvements, regional detention, levees, etc.

Project Justification

The City of Lubbock proposes to complete flood protection planning activities for restoration of the Canyon Lakes System, by completing a flood protection planning study of the two relevant hydraulic unit code – 10 (HUC-10) watersheds (City of Shallowater-Yellow House Draw HUC-10 (1205000113) and the Buffalo Springs Lake-North Fork Double Mountain Fork Brazos River HUC-10 (1205000301)). Recent storms have emphasized the need to implement detailed planning for flood protection in this area. The floodplain maps for this area were published in September 2007 and most of the waterways in these two HUC-10s do not have effective detailed hydrologic and hydraulic models. The publication of NOAA Atlas 14 data in October of 2018 and the resultant change in our understanding of extreme rainfall events has prompted the need for comprehensive floodplain modeling and mapping. This proposed project will aid in planning for regional projects that manage and control flood waters in order to reduce, or potentially eliminate, flood losses within the community served.

Project History

$762,500 is appropriated in BA 43, Ord. No. 2021-O0129, September 28, 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
Design and Engineering	762,500	0	0	0	0	0	0	762,500
Total Project Appropriation	762,500	0	0	0	0	0	0	762,500

Project Name **Flood Protection Study** *Project Number* **8667**

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 2021 Storm Water Cash	200,000	0	0	0	0	0	0	200,000
Texas Water Development Board	562,500	0	0	0	0	0	0	562,500
Total Funding Sources	762,500	0	0	0	0	0	0	762,500

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# 10928
Regular City Council Meeting 6. 9.
08/23/2022:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute Contract 16460, with Provine Helicopter Service, Inc., for brush control management in the Lake Alan Henry Watershed.

Item Summary

Lubbock owns and operates Lake Alan Henry which provides the City with approximately 20% of its annual water supply. Saltcedar and mesquite consume a large amount of water along the banks and tributaries to the Lake that might otherwise be impounded and subsequently used as part of the City's water supply. As a result of the negative impact saltcedar can have on the watershed area, the City initiated a brush control program to manage the saltcedar in 2013. The City later included mesquite, another high water use invasive species, within the Lake's watershed.

A request for proposals was advertised and closed on May 19, 2022. Provine Helicopter submitted the sole proposal. This contract allows Provine Helicopters to provide herbicidal treatment of saltcedar and mesquite on the South Fork of the Double Mountain Fork of the Brazos River upstream of Lake Alan Henry. Staff recommends awarding this contract to the sole offeror, Provine Helicopter Service, Inc. of Greenwood, Mississippi for aerial application of the saltcedar herbicide at $120.00 per acre and for the aerial application of mesquite herbicide at $73.00 per acre. The contract is awarded based on a unit price per acre. Actual expenses may be more or less depending on the areas covered. The term of the contract is for five years.

Fiscal Impact

A total of $50,000 is available in the FY2021-2022 Water/Wastewater Operating Budget for this purpose.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Provine Brush Control- Resolution
Provine Brush Control- Contract
BrushControlRFPSchedule

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. 16460 for brush control management, per RFP 22-16460-SB, by and between the City of Lubbock and Provine Helicopter Service, Inc. of Greenwood, MS, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ccdocs/RES.Service Contract-Provine Helicopter 16460
8.03.2022

Contract 16460

City of Lubbock
Brush Control Management
Agreement

This Service Agreement (this "Agreement") is entered into as of the _____ day of **2022** ("Effective Date") by and between **Provine Helicoptor Service, Inc.** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 22-16460-SB Brush Control Management and

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 Brush Control Management, 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 and Specifications
3. Exhibit B – Proposal Pricing Sheet
4. Exhibit C – Insurance Requirements

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 and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of five (5) years, 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.

1.2 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), whichever 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 Price Index (PPI), whichever 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.

1.3 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.

1.4 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.

1.5 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.

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 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.

2.14 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.

2.15 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.

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

2.17 Texas Government Code 2274. By entering into this Agreement, 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

2.18 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

2.19 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.

2.20 Indemnify. 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.

-----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

_____
Tray Payne, 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: Adam W. Tatum
Authorized Representative

ADAM W. TATUM
Print Name

308 AIRPORT RD
Address

GREENWOOD, MS 38930
City, State, Zip Code

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

The City of Lubbock reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the director of purchasing and contract management no later than five (5) business days prior to the above submittal deadline.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

___ YES X NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

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.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, 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**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

Adam W. Tatum
Authorized Signature

Marketing Manager
Title

Adam W. Tatum
Print/Type Name

5/16/22
Date

Provine Helicopters
Company Name

308 Airport Rd.
Address

Greenwood, MS 38930
City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Adam W. Tatum - Marketing Manager
Mailing Address:	308 Airport Rd.
City, State, Zip:	Greenwood, MS 38930
Telephone No:	662-752-9787
Fax No:	662-455-1160
E-Mail:	adamwtatum@yahoo.com

City of Lubbock, TX
RFP 22-16460-SB
Brush Control Management in the Lake Alan Henry Watershed

II. GENERAL REQUIREMENTS

1 INTENT

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals to provide application of herbicide to manage brush (including saltcedar (*Tamarix ramosissima*), and mesquite (*Prosopis glandulosa*), in the Lake Alan Henry Watershed.

1.2 Vendors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

1.3 The information contained in this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

The City owns and operates Lake Alan Henry, which provides the City with approximately 20% of its annual water supply. Lake Alan Henry is on the South Fork of the Double Mountain Fork of the Brazos River located 15 miles southeast of Post, Texas. The City in partnership with the U.S. Geological Survey (USGS) has evaluated the effects of water supply enhancement from the management of invasive brush species in this watershed. Saltcedar, mesquite, juniper, and other phreatophytes consume water to a degree that is detrimental to water conservation. The selective control, removal, or reduction of these species should increase water yields to Lake Alan Henry.

The City initiated a saltcedar control program that began in 2013, and is expanding the scope of work to include other invasive species.

3 SCOPE OF WORK

3.1 **Target Area**

The scope of work includes herbicidal treatment of approximately 400 acres of saltcedar and/or mesquite per year, located on the watershed of the South Fork of the Double Mountain Fork of the Brazos River 15 miles southeast of Post, Texas. The applicator will treat species only in the designated areas with landowner and City approval. The City will provide more detailed information, regarding the area to be treated, to the successful Vendor.

3.2 **Landowner Consent Agreements**

The City will obtain easements or consents from the landowners for entry to the property, and for application of the herbicide. The application shall be accomplished by spraying, using a helicopter, fixed-wing aircraft, or ground vehicle application where appropriate. The Vendor's personnel shall exercise due precautions in operations on private property, and shall close all gates and repair any fences damaged due to the spraying operations.

3.3 **Preliminary Flight**

The Vendor shall conduct a preliminary survey allowing one or two city personnel an opportunity to observe the watershed to document the effectiveness of the herbicide from the previous year(s) and to show the operator the location(s) to be sprayed.

3.4 Treatment Schedule

The optimum time to spray saltcedar is soon after the flowering stage, which normally occurs during August to early September in this area. The Vendor shall verbally respond to service requests within 2 days to schedule the service with the City.

The optimum time to spray mesquite is late spring after the foliage has turned to a dark green or after the beans have elongated fully in late August into September. Generally, the peak spraying should be done 42 to 63 days after bud break, or 72 to 90 days after bud break.

3.5 Type of Herbicide Usage

For saltcedar, the Vendor must apply the herbicide (Arsenal) with a surfactant labeled for aquatic application at rates specified by the label to control saltcedar, by helicopter. The total mixture rate must be at least 15 gallons per acre. Any spray adjuvant added to the chemical must be mixed according to chemical label for optimum herbicide performance.

For mesquite, the Vendor must apply the herbicide mixture of (Sendero plus Remedy Ultra) with a surfactant or adjuvant at the rates prescribed by the label. The total tank mixture rate must be at least 5 gallons per acre. The application can be by a fixed-wing aircraft, or helicopter.

3.6 Herbicide Application

a. The targeted plants may be in clusters/patches in the watershed, and not covering the entire targeted area to be treated. The chemical application will be charged on a per acre application of the chemical to the target species.

b. Special consideration for the volume of spray, spray height and spray drift minimization should be followed as specified by chemical label. All application shall be in strict accord with USDA label requirements and State of Texas rules and regulations. The Vendor must follow all federal, state, local laws and regulations, while performing the above-mentioned operations, including FAA, DOT, and Department of Agriculture.

c. The Vendor shall be responsible for observing all limitations on spraying based on wind speed, humidity, temperature, inversions, and other conditions affecting the application of herbicide, so that the herbicide can be applied safely, efficiently, and with a minimum of waste, and drift. The Vendor is solely responsible for the safe application of the herbicide.

d. The Vendor shall be responsible for cleanup of any spills and/or damages resulting from the above-mentioned operations.

4 QUALIFICATIONS / SPECIFICATIONS

4.1 Type of Aircraft

For the spraying of saltcedar, the only type of aircraft that the Vendor is allowed to use for herbicide application of arsenal is a helicopter. The helicopter must be equipped with precision boom and nozzles divided into two or three individually controlled sections for variable swath width with 1,000-micron droplet nozzles.

For the spraying of mesquite, the Vendor is allowed to use a fixed wing aircraft or helicopter to apply Sendero plus Remedy Ultra. The boom must not exceed 75% of wingspan or 85% of rotor diameter. The nozzles should be pointed backward parallel with the air stream and not pointed downwards more than 45 degrees.

4.2 **Licenses and Permits**

The Vendor must possess the following licenses and permits (**Please provide copies**):

a. FAA Part 137 Operating Certificate
b. Department of Agriculture Licenses

4.3 **Guidance System**

The Vendor must own/possess a Guidance System such as a GPS capable of providing maps and .shp files, with variable rate flow control linked to GPS. The Vendor's operators must be capable of avoiding individual non-target plants such as cottonwood, willow, plum thickets, and hackberry trees among others.

4.4 **Trucks and Equipment**

The Vendor must own/possess trucks that are equipped to haul and pre-batch chemicals, water, and surfactant and be able to triple rinse on site. All tanks shall be DOT-approved meeting 406 specifications or newer.

5 COST PROPOSAL

5.1 The unit and total prices included in Exhibit B shall include all Vendor's costs including travel required to and from the respective site and all other associated direct and indirect overhead costs.

5.2 The contract shall be a term of five years, said date of term beginning upon formal approval. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) date written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal 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.

6 REPORTING REQUIREMENTS

The Vendor shall provide documentation of the flight operations and herbicide coverage. The documentation shall include:

a) An area map of application
b) Total acres applied
c) Chemical(s) used
d) Rate of application and percent of formulation (active ingredient)
e) Environmental factors during application (wind speed/direction, temperature, etc.)
f) Name of applicator
g) Date and time of application
h) Spray Reports that meet Department of Agriculture requirements
i) GPS-generated Spray Maps

Exhibit B

City of Lubbock, TX
RFP 22-16460-SB
Brush Control Management in the Lake Alan Henry Watershed
(To be completed and returned with Proposal)

Proposal Pricing Sheet for Saltceder

ITEM	DESCRIPTION	RATE/PRICE
1.a	Price for aerial application of the herbicide (Arsenal 32 oz/acre with a surfactant labeled for use in water at a rate of 15 gallons per acre) on 101 to 200 acres of saltcedar	$ 120.00 Per Acre
Alternate 1.b	Price for aerial application of the herbicide (Arsenal 32 oz/acre with a surfactant labeled for use in water at a rate of 15 gallons per acre) on 201 to 500 acres of saltcedar	$ 120.00 Per Acre
Alternate 1.c	Price for aerial application of the herbicide (Arsenal 32 oz/acre with a surfactant labeled for use in water at a rate of 15 gallons per acre) for greater than 500 acres of saltcedar	$ 120.00 Per Acre
2	Preliminary flight over the watershed to allow city staff to document the saltcedar kill rates from previous year and to direct the pilot to the current area to apply herbicide	$ * Per Hour

Time required for performance of work = 1-5 Days (weather permitting)

Vendor shall mobilize and begin treatment within a 14 day notification

Vendor shall guarantee that their herbicide application will provide control of the treated areas measured by the lack of regrowth for at least three (3) years after the treatment on at least 85% of the treated area. For purposes of this guarantee, each contiguous area shall be considered individually, and the guarantee shall be considered met if 85% of that contiguous area is controlled. For areas not meeting this requirement, the Vendor agrees to provide re-treatment at no cost to the City. Vendor accepts this stipulation Yes X No ____

Prepared by: Adam W. Tatum

Title: Marketing Manager

Date: 5/16/22

* will include 1 hour for free, $1100 per hour after that

City of Lubbock, TX
RFP 22-16460-SB
Brush Control Management in the Lake Alan Henry Watershed
(To be completed and returned with Proposal)

Proposal Pricing Sheet

ITEM	DESCRIPTION	PRICE
1.a	Price for aerial application of the herbicide (Sendero 28 oz/acre + Remedy Ultra 8 oz/acre at a minimum of 5 gallons per acre total spray volume with a surfactant specified by the labeled for use on mesquite) for 101 to 200 acres	$ 73.00 Per Acre
Alternate 1.b	Price for aerial application of the herbicide (Sendero 28 oz/acre + Remedy Ultra 8 oz/acre at a minimum of 5 gallons per acre total spray volume with a surfactant specified by the labeled for use on mesquite) for 201 to 500 acres	$ 73.00 Per Acre
Alternate 1.c	Price for aerial application of the herbicide (Sendero 28 oz/acre + Remedy Ultra 8 oz/acre at a minimum of 5 gallons per acre total spray volume with a surfactant specified by the labeled for use on mesquite) for over 500 acres	$ 73.00 Per Acre
2	Preliminary flight over the watershed to allow city staff to document the noxious kill rates for following years and to direct the pilot to the area to apply herbicide	$ Per Hour *

Time required for performance of work = 1-5 Days (weather permitting)

Vendor shall mobilize and begin treatment within a 14 day notification

Vendor shall guarantee that their herbicide application will provide control of the treated areas measured by the lack of regrowth for at least three (3) years after the treatment on at least 85% of the treated area. For purposes of this guarantee, each contiguous area shall be considered individually, and the guarantee shall be considered met if 85% of that contiguous area is controlled. For areas not meeting this requirement, the Vendor agrees to provide re-treatment at no cost to the City.

Vendor accepts this stipulation Yes X No____

Prepared by: Adam W. Tatum

Title: Marketing Manager

Date: 5/16/22

* will include one hour for free

$ 1100 per hour after that

Exhibit C

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):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

Pollution Liability Requirements: $500K occurrence / $1M aggregate

Aircraft Aerial Application Liability Requirements: Aircraft Aerial Application Liability AND $1M pollution protection are REQUIRED. Here are suggested coverages in order of preference: $500K CSL, $300K CSL, and no less than: $100K/person and $300K/occurrence for BI + $100K for PD.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet an A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above.

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.

1. 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.

2. 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.

Purchasing and Contract Management
Project Summary

RFP 22-16460-SB Brush Control Management

Notice was published in the Lubbock Avalanche Journal on May 1 and May 8, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from April 29 to May 19, 2022.
16 vendors took documents from Bonfire-hub.com
4 vendors were notified separately.
1 vendors submitted a bid.

Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 16655, with Ti-Zack Concrete Inc., for rebuilding portions of Mac Davis Lane and Avenue X in the North Overton area.

Item Summary

This project will rebuild Mac Davis Lane from Avenue X to University Avenue and Avenue X from Main Street to Marsha Sharp Freeway. The existing roadway has a two inch asphalt surface and a six inch compacted caliche base and is failing because of very heavy traffic including bus routes and delivery truck traffic. This project will mill out eight inches of existing material and rebuild with eight inches of reinforced concrete paving. Details of the concrete paving and reinforcement specifications are called out in the City of Lubbock Minimum Design Standards for collector street concrete paving.

Bids were received and opened on July 20, 2022 from the following vendors:
Ti-Zack Concrete Inc. of Le Center Minnesota with a total estimated cost of $1,249,680.
Allen Butler Construction Inc. of Lubbock, TX with a total estimated cost of $1,998,745.
West Texas Paving Inc. of Wolfforth, TX with a total estimated cost of $1,534,600.

The contract is awarded by the unit price. The total amount of the award is estimated based on proposed quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change. The contract has a term of 110 calendar days from the Notice to Proceed and contains appropriate liquidated damages.

Staff recommends award of this contract to Ti-Zack Concrete Inc., Le Center, Minnesota for the estimated cost of $1,249,680.

Fiscal Impact

Appropriate funding for this project has been established in the 2021/2022 Capital Improvement Project budget 92704.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution 16655 Mac Davis- Ave X concrete paving
Contract 16655 Mac Davis- Ave X concrete paving
Project Summary 16655 Mac Davis- Ave X concrete paving

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, Public Works Contract No. 16655 for North Overton Streets, Mac Davis & Ave X (Asphalt to Concrete) as per ITB 22-16655-TF, by and between the City of Lubbock and Ti-Zack Concrete, Inc., of Le Center, MN, 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 _____.

_____
TRAY PAYNE, 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.Public Works Contract 16655- North Overton Streets, Mac Davis & Ave X ITB 22-16655-TF
July 29, 2022

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: July 19, 2022

PROJECT NUMBER: **ITB 22-16655-TF, North Overton Streets, Mac Davis & Ave X (Asphalt to Concrete)**

Bid of Ti-Zack Concrete, 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 **100 consecutive calendar days** with **final completion** of the project within **110 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 **$1,204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,204.28** 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 22-16655-TF
North Overton Streets, Mac Davis Ave X (Asphalt to Concrete)

Ti-Zack Concrete, Inc. of Le Center, MN

#	Items	Qty (+/-)	UoM		Unit Cost	Extended Cost
General						
#1-1	Concrete Paving, 8" Class "C" Concrete (3600 PSI @ 28 Days) Reinforced (ref. section 8.7.12 for specifications for Reinforcement Information); Including labor, equipment, removal and disposal of Existing materials, subgrade prep, saw cut joints, complete and in Place. (All Millings will go to the City of Lubbock.)	9,100	SY	$	113.00	1,028,300.00
#1-2	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	200	LF		40.00	8,000.00
#1-3	Brick Crosswalk repair, including brick, sand, and labor, complete and in place.	300	SY		75.00	22,500.00
#1-4	Type I Thermoplastic pavement marking .125 Mil 24" white stop line (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	72	LF		65.00	4,680.00
#1-5	Thermoplastic pavement marking Right or Left turn arrow (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	5	EA		600.00	3,000.00
#1-6	4" lane line elimination. Including labor, equipment, and all tools necessary to remove and relay markings.	400	LF		8.00	3,200.00
#1-7	Mobilization	1	EA		180,000.00	180,000.00
					Total:	$ 1,249,680.00

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** Sixty-Two Thousand, Four-Hundred Eighty Four **Dollars ($** 62,484.00 **), 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: 7/19/2022

Jason Eager

Authorized Signature

Jason Eager

(Printed or Typed Name)

Ti-Zack Concrete, Inc.

Company

39352 221st Ave

Address

Le Center, Le Sueur

City, County

MN, 56057

State Zip Code

Telephone: 507 - 357-6463

Fax: 507 - 357-6096

(Seal if Bidder is a Corporation)

ATTEST:

Jeremy Gibbs

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

41-1961752

EMAIL: admin@tizack.com

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

TI-ZACK CONCRETE, INC. CORPORATE SEAL 1999 MINNESOTA

Purchasing and Contract Management

Project Summary

ITB 22-16655-TF
North Overton Streets, Mac Davis & Ave X (Asphalt to Concrete)

Notice was published in the Lubbock Avalanche Journal on July 3 & July 10, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from July 3 to July 20, 2022.
9 individuals attended the pre-bid meeting.
26 vendors viewed using Bonfire.com.
26 vendors downloaded the documents.
11 vendors were notified separately.
3 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
August 23, 2022

Capital Project Number:	92704
Capital Project Name:	North Overton TIF Street Upgrade / Replacement

Encumbered/Expended		**Budget**
Blackstone Concrete Ventures Contract 15949	$	598,359
Agenda Item August 23, 2022		
Ti-Zack Concrete Contract 16655		1,249,680
Encumbered/Expended to Date		1,848,039
Estimated Costs for Remaining Appropriation		
Contingency		1,641
Remaining Appropriation		1,641
Total Appropriation To Date	$	1,849,680

AI# 10903
Regular City Council Meeting 6. 11.
08/23/2022:

Information

Agenda Item

Resolution - Community Develoment: Consider a resolution authorizing and directing the Mayor to grant the waiver of Payment in Lieu of Taxes (PILOT) for FY 2021 requested by Lubbock Housing Authority (LHA).

Item Summary

In April 2003, the City Council amended the cooperation agreement dated August 24, 1995, between LHA and the City of Lubbock concerning the PILOT. The amendment allows the City Council to reconsider the request to waive the PILOT on an annual basis. Approval is based on the previous year's use of the waived taxes to ensure the funds were used on affordable housing projects. A review of the use of funds is conducted each year. For the period beginning October 1, 2020, and ending September 30, 2021, net rental revenue collected by LHA was $430,425. The U.S. Department of Housing and Urban Development (HUD) requires the City to approve a waiver of PILOT on an annual basis. The Pilot is equivalent to 10 percent of rent. The amounts retained by LHA will be used to enhance the properties of the housing authority. The amount to be waived is $43,043.

Fiscal Impact

As a result of waiving the PILOT, $43,043 will not be added as revenue to the General Fund of the City of Lubbock.

Staff/Board Recommending

Karen Murfee, Community Development Director

Attachments

Resolution
PILOT Letter
HUD Form 52267 PILOT

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby adopts the recommendation of the Lubbock Housing Authority (LHA) of the City of Lubbock to grant waiver of the Payment in Lieu of Taxes (PILOT) for FY 2021. Said LHA PILOT Waiver Recommendation is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Director of Community Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Adoption –LHA PILOT Waiver FY 2021
08.03.21

HOUSING AUTHORITY OF THE CITY OF LUBBOCK
1708 Crickets Ave Lubbock, Texas 79401 Main Office 806•762•1191

July 28, 2022
Karen Murfee
Community Development
Director
City of Lubbock
PO Box 2000
Lubbock, TX 79457

Re: PILOT

Karen,

Historically, the Lubbock Housing Authority has requested that the City of Lubbock waive the Payment in Lieu of Taxes (PILOT) calculated based on our rental income. Some years ago, the City Council requested documentation of the Housing Authority's capital improvement expenditures to show that the Lubbock Housing Authority was actively maintaining Lubbock's Public Housing units. Our PILOT documentation, form HUD-52267 is attached and the numbers are from our FY 2021 audit for the year ending on September 30, 2021.

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

Total Capital Improvement Grant spending for LHA's Public Housing in the past year has been $603,685 for 2021.

Once again, the Housing Authority of the City of Lubbock would request that the City Council waive our payment of the PILOT for FY 2021.

Sincerely,

Mike Chapman
Executive Director

Computation of Payments in Lieu of Taxes

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

For Fiscal Year Ended 2021

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

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

Name of Local Agency:	Location:	Contract Number:	Project Number:
Lubbock Housing Authority	Lubbock, TX	N/A	All

Part I - Computation of Shelter Rent Charged.

1. Tenant Rental Revenue (FDS Line 703)	$ 648,527.00	
2. Tenant Revenue Other (FDS Line 704)	17,466.00	
3. **Total Rental Charged** (Lines 1 & 2)		$ 665,993.00
4. Utilities Expense (FDS Line 931 - 939)		-212,051.00
5. Shelter Rent Charged (Line 3 minus Line 4)		453,942.00

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

1. Shelter Rent Charged (Line 5 of Part I, above)	$ 453,942.00
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year	13,152.00
3. Less: Tenant Bad Debt Expense (FDS Line 964)	-21,130.00
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year	-15,539.00
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)	430,425.00

Part III - Computation of Approximate Full Real Property Taxes.

(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
Total			0.00

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

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

Part V - Payments in Lieu of Taxes.

1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**	$ 43,043.00
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)	$

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

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

Prepared By: K Schroeder	**Approved By:** Mike Chapman
Name: Kris Schroeder	**Name:** Mike Chapman
Title: Finance Director **Date:**	**Title:** Executive Director **Date:** 07/21/2022

Print Reset

AI# 10827
Regular City Council Meeting
08/23/2022:

6. 12.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport is eligible to receive funds from the Federal Aviation Administration (FAA) under the Airport Improvement Program. Funds under this program are restricted to safety, security, and capacity improvements. This grant is for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport. The grant award is $3,702,062.

Fiscal Impact

Notice of grant award from the Federal Aviation Administration total allocation is $3,702,062.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution AIP Grant Joint Seal
Grant Agreement for Joint Seal

RESOLUTION

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

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, An FY2022 FAA Airport Improvement Program Grant Agreement, No. 3-48-0138-054-2022 by and between the City of Lubbock and the United States of America acting through the Federal Aviation Administration in connection with the Lubbock Preston Smith International Airport, and related documents. Said Grant 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Grant Agrmt-FAA
July 20, 2022

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 19, 2022

Mayor Tray Payne
1314 Avenue K
Lubbock, Tx. 79457

Dear Mayor Payne:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0138-054-2022 at Lubbock Preston Smith International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Hebert, (817) 222-5614, todd.hebert@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kim Brockman (Jul 19, 2022 17:06 CDT)

Kim Brockman
Acting Manager, Texas Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 19, 2022
Airport/Planning Area	Lubbock Preston Smith International Airport
FY2022 AIP Grant Number	3-48-0138-054-2022
Unique Entity Identifier	LXDNEKWRVKJ6

TO: City of Lubbock
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 22, 2022, for a grant of Federal funds for a project at or associated with the Lubbock Preston Smith International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lubbock Preston Smith International Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (West Ramp), Seal Apron Pavement Surface/Pavement Joints Cargo Apron, Seal Taxiway Pavement Surface/Pavement Joints TWs P,J,K,G,R, Seal Taxiway Pavement Surface/Pavement Joints TW F, M, V, N, L, T, Q, S, Install Airfield Guidance Signs

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$3,702,062**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $ 3,702,062 airport development or noise program implementation; and,

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 31, 2022**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
    1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
    2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
        a. Associated with performance under this Grant; or
        b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals
        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted,

or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

27. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The

Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

        a. Location of all runways, taxiways, and aprons;

        b. Dimensions;

        c. Type of pavement; and,

        d. Year of construction or most recent major rehabilitation.

    2. Inspection Schedule.

        a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

        b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

        a. Inspection date;

        b. Location;

        c. Distress types; and

        d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

28. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be

commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

29. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Jul 19, 2022 17:06 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 19, 2022

City of Lubbock

(Name of Sponsor)

BJ Howerton, Jr.

BJ Howerton, Jr. (Jul 19, 2022 17:12 CDT)

(Signature of Sponsor's Authorized Official)

By: BJ Howerton, Jr.

(Typed Name of Sponsor's Authorized Official)

Title: Deputy City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

    1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

    1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

    2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

    "The (**City of Lubbock**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before

December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of June 22, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 16553, with Interstate Sealant & Concrete, Inc., for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

Item Summary

The contract is for the removal and replacement of joint seal material in concrete pavements (self-leveling silicon and compression seal). The project involves beveling concrete joints as part of the base bid and alternative items. The project also involves relocation of hold position signs on RWY-17R-35L as well as removal and replacement of hold position markings. Bids were received on June 9, 2022, from the following companies:

Company	Amount
Interstate Sealant & Concrete, Inc. of Waukesha, WI	$3,612,667.24
Silver Creek Construction, Inc. of Ponder, TX	$3,984,136.00
Q&D Construction LLC of Sparks, NV	$6,072,000.00
American Pavement Solutions, Inc. of Green Bay, WI	$7,577,757.55

The contract is awarded by the unit price. The total amount of the award is based on expected quantities and actual expenditures may be more or less depending on actual quantities installed. The price per unit will not change. Time for completion is 263 calendar days to substantial completion and 273 calendar days to final completion.

Airport staff and Airport Advisory Board recommend contract award to the lowest bidder, Interstate Sealant & Concrete, Inc. of Waukesha, WI for $3,612,667.24.

Fiscal Impact

Funding for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport is available in capital project 8610.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Interstate Sealant & Concrete, Inc.
Contract - Interstate Sealant & Concrete, Inc.
Project Summary
Spreadsheet 8610

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 public works contract consistent with the terms and conditions set forth in the bid submitted and attached hereto as Exhibit "A" per ITB 22-16553-TF for LBB Airfield-Wide Joint Seal, by and between the City of Lubbock and Interstate Sealant & Concrete, Inc., and related documents. Said attachment is 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract-Interstate Sealant & Concrete, Inc.
June 21, 2022

BID SUBMITTAL FORM
BID CONTRACT

DATE: 06/09/2022

PROJECT NUMBER: **ITB 22-16553-TF, LBB Airfield-Wide Joint Seal**

Bid of Interstate Sealant & Concrete, 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 **263 Consecutive Calendar Days** with **final completion** within **273 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages based on the information below:

Phase	Liquidated Damages Cost Per Day	Allowed Construction Time
1	$2,650	30
2	$2,650	21
3	$2,650	14
4	$2,650	4
5	$2,650	25
6	$2,650	18
7	$2,650	18
8	$2,650	16
9	$2,650	17
10	$2,650	14
11	$2,650	21
12	$2,650	20
13	$2,650	15
14	$2,650	18
15	$2,650	12
SUBSTANTIAL COMPLETION		263
Punch List	$2,650	10
FINAL COMPLETION		273

They are set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

PHASE	TIME (Calendar Days)
1. TWYs J, P	30
Subphase 1A	*[a] (4)*
2. TWYs J, K	**21**
Subphase 2A	***[a] (3)***
Subphase 2B	***[a] (10)***
3. TWYs J, G	14
Subphase 3A	*[a] (7)*
4. TWY J	**4**
5. TWYs F, M, G	25
Subphase 5A	*[a] (3)*
6. West Ramp	**18**
Subphase 6A	***[a] (9)***
Subphase 6B	***[l] (3)***
7. TWYs L, J	18
Subphase 7A	*[a] (2)*
8. TWY L	**16**
Subphase 8A	**** (2)***
9. TWYs L, V	17
Subphase 9A	*[a] (2)*
10. TWY S, Hold Sign	**14**
Subphase 10A	**** (2)***
11. Cargo Ramp	21
12. TWYs M, T	**20**
Subphase 12A	***[a] (3)***
13. TWYs M, S	15
Subphase 13A	*[a] (2)*
14. TWYs M, N	**18**
Subphase 14A	***[a] (2)***
15. TWYs M, J	12
Subphase 15A	*[a] (3)*
Substantial Completion	**263**
Punch List	10
FINAL COMPLETION	**273**

* *Subphase may occur any time during Phase.*
[a] *May require nighttime work.*
[l] *Cannot overlap previous subphase.*

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 **90** 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.

City of Lubbock, TX
LPSIA
ITB 22-16553-TF
LBB Airfield-Wide Joint Seal

Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
1 – TWY P Pavement Joint Seal (BASE BID)					
#1-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#1-2	Item C-105, Contractor Mobilization (8% max)	1	LS	11,454.00	11,454.00
#1-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#1-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,700	LF	0.25	3,175.00
#1-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	10	CF	260.00	2,600.00
#1-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	17,800	LF	5.00	89,000.00
#1-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	700	LF	7.00	4,900.00
#1-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,200	LF	7.00	15,400.00
#1-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	SF	3.00	240.00
#1-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	70	SF	3.00	210.00
#1-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

City of Lubbock, TX
LPSIA
ITB 22-16553-TF
LBB Airfield-Wide Joint Seal

Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
2 – TWY J Pavement Joint Seal (BASE BID)					
#2-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#2-2	Item C-105, Contractor Mobilization (8% max)	1	LS	65,961.00	65,961.00
#2-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#2-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	89,000	LF	0.25	22,250.00
#2-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	280	CF	260.00	72,800.00
#2-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	93,900	LF	5.00	469,500.00
#2-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	9,800	LF	7.00	68,600.00
#2-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	14,560	LF	7.00	101,920.00
#2-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	1,350	SF	3.00	4,050.00
#2-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	1,080	SF	3.00	3,240.00
#2-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

City of Lubbock, TX
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LBB Airfield-Wide Joint Seal

Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
3 – TWY K Pavement Joint Seal (BASE BID)					
#3-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#3-2	Item C-105, Contractor Mobilization (8% max)	1	LS	9,163.00	9,163.00
#3-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#3-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	16,400	LF	0.25	4,100.00
#3-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	10	CF	260.00	2,600.00
#3-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,920	LF	5.00	19,600.00
#3-7	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	16,600	LF	3.20	53,120.00
#3-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,330	LF	7.00	9,310.00
#3-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	SF	3.00	240.00
#3-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	70	SF	3.00	210.00
#3-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
4 – TWY G Pavement Joint Seal (BASE BID)					
#4-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#4-2	Item C-105, Contractor Mobilization (8% max)	1	LS	10,793.00	10,793.00
#4-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#4-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	10,700	LF	0.25	2,675.00
#4-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	10	CF	260.00	2,600.00
#4-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	17,100	LF	5.00	85,500.00
#4-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 11/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	600	LF	7.00	4,200.00
#4-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,790	LF	7.00	12,530.00
#4-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	SF	3.00	240.00
#4-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60	SF	3.00	180.00
#4-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
5 – TWY R Pavement Joint Seal (BASE BID)					
#5-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#5-2	Item C-105, Contractor Mobilization (8% max)	1	LS	8,347.00	8,347.00
#5-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#5-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	8,200	LF	0.25	2,050.00
#5-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	70	CF	260.00	18,200.00
#5-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	7,200	LF	5.00	36,000.00
#5-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,000	LF	7.00	7,000.00
#5-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,270	LF	7.00	15,890.00
#5-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	120	SF	3.00	360.00
#5-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	100	SF	3.00	300.00
#5-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
6 – TWY F Pavement Joint Seal (BASE BID)					
#6-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#6-2	Item C-105, Contractor Mobilization (8% max)	1	LS	10,883.00	10,883.00
#6-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#6-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	13,900	LF	0.25	3,475.00
#6-5	P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	125	CF	260.00	32,500.00
#6-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	13,900	LF	3.20	44,480.00
#6-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,900	LF	7.00	27,300.00
#6-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	220	SF	3.00	660.00
#6-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	180	SF	3.00	540.00
#6-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

City of Lubbock, TX
LPSIA
ITB 22-16553-TF
LBB Airfield-Wide Joint Seal

Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
7 – TWY M Pavement Joint Seal (BASE BID)					
#7-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#7-2	Item C-105, Contractor Mobilization (8% max)	1	LS	47,287.00	47,287.00
#7-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#7-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	73,530	LF	0.25	18,382.50
#7-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	350	CF	260.00	91,000.00
#7-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	73,530	LF	3.20	235,296.00
#7-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	24,920	LF	7.00	174,440.00
#7-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	1,570	SF	3.00	4,710.00
#7-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	1,260	SF	3.00	3,780.00
#7-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
8 – TWY V Pavement Joint Seal (BASE BID)					
#8-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#8-2	Item C-105, Contractor Mobilization (8% max)	1	LS	9,088.00	9,088.00
#8-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#8-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,600	LF	0.25	3,150.00
#8-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	10	CF	260.00	2,600.00
#8-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	11,000	LF	5.00	55,000.00
#8-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,000	LF	7.00	7,000.00
#8-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,840	LF	7.00	19,880.00
#8-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	130	SF	3.00	390.00
#8-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	100	SF	3.00	300.00
#8-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
9 – TWY N Pavement Joint Seal (BASE BID)					
#9-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#9-2	Item C-105, Contractor Mobilization (8% max)	1	LS	7,176.00	7,176.00
#9-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#9-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	8,100	LF	0.25	2,025.00
#9-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	45	CF	260.00	11,700.00
#9-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2-inch to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	10,210	LF	3.20	32,672.00
#9-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,770	LF	7.00	19,390.00
#9-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	100	SF	3.00	300.00
#9-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	80	SF	3.00	240.00
#9-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
10 – TWY L Pavement Joint Seal (BASE BID)					
#10-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#10-2	Item C-105, Contractor Mobilization (8% max)	1	LS	25,845.00	25,845.00
#10-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#10-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	54,100	LF	0.25	13,525.00
#10-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	75	CF	260.00	19,500.00
#10-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	36,500	LF	5.00	182,500.00
#10-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,900	LF	7.00	27,300.00
#10-8	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	6,500	LF	3.20	20,800.00
#10-9	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,890	LF	7.00	13,230.00
#10-10	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	770	SF	3.00	2,310.00
#10-11	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	620	SF	3.00	1,860.00
#10-12	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
11 – TWY T Pavement Joint Seal (BASE BID)					
#11-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#11-2	Item C-105, Contractor Mobilization (8% max)	1	LS	4,122.00	4,122.00
#11-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#11-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	5,400	LF	0.25	1,350.00
#11-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	10	CF	260.00	2,600.00
#11-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	5,400	LF	3.20	17,280.00
#11-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,370	LF	7.00	9,590.00
#11-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	70	SF	3.00	210.00
#11-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60	SF	3.00	180.00
#11-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
12 – TWY Q Pavement Joint Seal (BASE BID)					
#12-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#12-2	Item C-105, Contractor Mobilization (8% max)	1	LS	3,640.00	3,640.00
#12-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#12-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	3,600	LF	0.25	900.00
#12-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	15	CF	260.00	3,900.00
#12-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,600	LF	3.20	11,520.00
#12-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,280	LF	7.00	8,960.00
#12-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	70	SF	3.00	210.00
#12-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60	SF	3.00	180.00
#12-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
13 – TWY S Pavement Joint Seal (BASE BID)					
#13-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	4,000.00	4,000.00
#13-2	Item C-105, Contractor Mobilization (8% max)	1	LS	10,370.00	10,370.00
#13-3	Item MC, Miscellaneous Safety and Phasing	1	LS	12,000.00	12,000.00
#13-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,710	LF	0.25	3,177.50
#13-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	45	CF	260.00	11,700.00
#13-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	7,200	LF	5.00	36,000.00
#13-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,100	LF	7.00	7,700.00
#13-8	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,410	LF	3.20	14,112.00
#13-9	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,180	LF	7.00	29,260.00
#13-10	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	200	SF	3.00	600.00
#13-11	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	170	SF	3.00	510.00
#13-12	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Additive Alternate 1 – Cargo Apron					
#14-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	5,000.00	5,000.00
#14-2	Item C-105, Contractor Mobilization (8% max)	1	LS	25,245.00	25,245.00
#14-3	Item MC, Miscellaneous Safety and Phasing	1	LS	4,980.00	4,980.00
#14-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	49,900	LF	0.25	12,475.00
#14-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	80	CF	260.00	20,800.00
#14-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	50,000	LF	4.45	222,500.00
#14-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,160	LF	7.00	29,120.00
#14-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	60	SF	3.00	180.00
#14-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	50	SF	3.00	150.00
#14-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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LBB Airfield-Wide Joint Seal

Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Additive Alternate 2 – West GA Apron					
#15-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	3,000.00	3,000.00
#15-2	Item C-105, Contractor Mobilization (8% max)	1	LS	16,500.00	16,500.00
#15-3	Item MC, Miscellaneous Safety and Phasing	1	LS	2,490.00	2,490.00
#15-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	27,700	LF	0.25	6,925.00
#15-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6-inches)	105	CF	260.00	27,300.00
#15-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	27,700	LF	4.75	131,575.00
#15-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,950	LF	7.00	20,650.00
#15-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	60	SF	3.00	180.00
#15-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	50	SF	3.00	150.00
#15-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	SF	4.00	200.00

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Interstate Sealant & Concrete, Inc. of Waukesha, WI

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Additive Alternate 3 – RWY 17R-35L Hold Sign Relocation					
#16-1	Item C-100, Contractor Quality Control Program (CQCP)	1	LS	19,600.00	19,600.00
#16-2	Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	10,450.00	10,450.00
#16-3	Item C-105, Contractor Mobilization (8% max)	1	LS	22,025.00	22,025.00
#16-4	Item MC, Miscellaneous Safety and Phasing	1	LS	41,250.00	41,250.00
#16-5	Item L-108-5.1, Remove and Dispose #8 AWG 5KV Underground Series Cable	361	LF	2.22	801.42
#16-6	Item L-108-5.2, #8 AWG 5kV Type C Cable, installed in trench, duct bank, or conduit	1,370	LF	6.67	9,137.90
#16-7	Item L-108-5.3, #6 AWG Solid Bare Soft Drawn Copper Counterpoise Wire, installed above duct bank or conduit, including connections/terminations	1,370	LF	7.78	10,658.60
#16-8	Item L-110-5.1, Trenching and Backfill for PVC Conduit (18-inch minimum depth)	650	LF	27.78	18,057.00
#16-9	Item L-110-5.2, Nonencased Electrical Conduit, 2-inch SCH 40	650	LF	8.80	5,720.00
#16-10	Item L-125, Duct Markers	14	EA	150.00	2,100.00
#16-11	Item L-125-5.1, Relocate Three-Module L-854, Guidance Sign including new sign base	1	EA	2,222.22	2,222.22
#16-12	Item L-125-5.2, Relocate Four-Module L-854, Guidance Sign including new sign base	12	EA	3,850.00	46,200.00
#16-13	Item L-125-5.3, Install New Four-Module L-854, Guidance Sign including new sign base	1	EA	8,666.67	8,666.67
#16-14	Item L-125-5.4, Remove Existing Sign Base and Restore Site	13	EA	1,111.11	14,444.43
#16-15	Item P-620-5.1a, Obliteration of Taxiway Marking (paint/thermoplastic)	17,000	SF	1.50	25,500.00
#16-16	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	5,980	SF	2.40	14,352.00
#16-17	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	5,980	SF	1.60	9,568.00
#16-18	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	5,150	SF	4.00	20,600.00
		Overall Total:		$3,612,667.24	

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.

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% of total bid amount as specified **Dollars ($**_____**), 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.

(Seal if Bidder is a Corporation)

ATTEST:

Secretary Gregory A. Sment

Date: 06/09/2022

Authorized Signature

Cheryl A. Sment
(Printed or Typed Name)

Interstate Sealant & Concrete, Inc.
Company

S40 W24211 Rockwood Way
Address

Waukesha, Waukesha
City, County

WI, 53189
State Zip Code

Telephone: (262) 547-6316

Fax: (262) 547- 6844

FEDERAL TAX ID or SOCIAL SECURITY No.

39-1928310

EMAIL: csment@interstateseaalnt.com

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 05/17/2022
Addenda No. 2 Date 05/24/2022
Addenda No. 3 Date 05/25/2022
Addenda No. 4 Date 06/01/2022

M/WBE Firm:

X	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Purchasing and Contract Management

Project Summary

ITB 22-16553-TF
LBB Airfield-Wide Joint Seal

Notice was published in the Lubbock Avalanche Journal on May 15 & May 22, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from May 15 to June 9, 2022.
10 individuals attended the pre-bid meeting.
40 vendors viewed using Bonfire.com.
40 vendors downloaded the documents.
15 vendors were notified separately.
4 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
August 23, 2022

Capital Project Number:	8610
Capital Project Name:	Remove & Reseal Concrete Joints

	Budget
Encumbered/Expended	
Parkhill Smith and Cooper Basic Design	$197,500
Kutchins & Groh (Independent fee analysis)	4,600
Parkhill Smith and Cooper Amendment 2	111,000
Hensel Phelps Contract 15549 Alt(s) 4-6	1,169,290
Agenda Item August 23, 2022	
Interstate Sealant & Concrete	3,612,667
Parkhill Amendment 5 (construction administration)	490,735
Encumbered/Expended To Date	5,585,792
Estimated Costs for Remaining Appropriation	
Contingency	2,214,094
Remaining Appropriation	2,214,094
Total Appropriation	$7,799,886

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 5 with Parkhill, for construction administration services for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock (the Airport) has requested Parkhill under the on-call professional architectural/engineering agreement to provide a scope and fee for the Airfield Wide Joint Seal Final Design, Bidding, Construction Phase and Close-out services at Lubbock Preston Smith International Airport. Proposed amendment 5 are summarized as follows:

Task 3 FDS Lump Sum Fee for Final Design Services	$85,365
Task 4BID Lump Sum Fee for Bid Phase Services	$18,400
Task 5CON Hourly Rate Fee for Construction Phase Services	$156,700
Task 6RPR Hourly Rate Fee for RPR Services	$193,850
Task 7 CLO Lump Sum Fee for Closeout Phase Services	$17,300
Task 9SSC Reimbursable Services for Construction	$19,120
Total Amendment 5	$490,735

Airport staff and Airport Advisory Board recommend amendment 5 with Parkhill of Lubbock, TX for construction administration services for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

Fiscal Impact

Amendment 5 with Parkhill is for $490,735. The project will take 273 calendar days to final completion. Funding for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport is available in capital project 8610.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Amendment 5 Parkhill
Amendment 5 Parkhill
Spreadsheet 8610

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 Revised Amendment No. 5 to that certain Agreement for Professional Services dated May 12, 2022, as set forth in the attachment hereto as Exhibit "A" for LBB Airfield Wide Joint Seal Final Design, Bidding, Construction Phase and Closeout Services, by and between the City of Lubbock and Parkhill, and related documents. Said attachment is 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Amend-Parkhill
June 21, 2022

Parkhill

June 20, 2022

Ms. Kelly Campbell, A.A.E., Executive Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 North Martin Luther King Jr. Blvd., Unit 389
Lubbock Texas 79403

Re: Amendment No. 5, Revision 1, to Agreement for Professional Services, Services for LBB Airfield Wide Joint Seal Final Design, Bidding, Construction Phase, and Closeout Services

Dear Ms. Campbell:

As requested, we prepared Amendment No. 5, Revision 1, for Final Design, Bidding, Construction Administration, Resident Project Representative (RPR), Closeout, and Construction Phase Materials Testing related to the LBB Airfield Wide Joint Seal Project. Refer to attached detailed fee sheets for itemization of scope of services. Parkhill's proposed services follow:

1. Parkhill performed Final Design Services October 2021 through April 2022 to ready Project for bidding. This effort included developing a phasing plan to align with airport operations as well as multiple meetings with cargo carriers, Lubbock Aero and Air Med, and FAA ATCT. Final Design Services included rework of Project Specifications to reflect 10H, as well as revisions to Construction Safety and Phasing Plan to reflect current FAA AC requirements. Costs were tracked and hours spent are tabulated within this package. Fee for final design task represents cost plus 5% profit.
2. Parkhill to assist LBB with Bid Phase Services as detailed on attached fee sheet. Services are proposed on a lump sum basis.
3. Parkhill to provide Construction Administration Services as detailed on attached fee sheet. Construction Administration Services reflect a 273-calendar-day project to final completion. Services are proposed on a lump sum basis.
4. Parkhill to provide RPR services (contract RPR) as detailed on attached fee sheet. RPR time reflects 273 calendar days to final completion and is proposed on an hourly rate basis. Unused fee will not be invoiced.
5. Parkhill will provide Closeout-Phase Services in accordance with FAA requirements and as detailed on attached fee sheet.
6. Parkhill services include electrical design support for construction by partner firm, C.P. Crossno & Associates. Electrical design support includes review of submittals and requests for information related to hold signs and associated electrical work. Services are proposed on a reimbursable basis. Parkhill's services also include limited construction materials testing in the event analysis is required.

Proposed Amendment No. 5 services are summarized as follows:

Task 3FDS	Lump Sum Fee for Final Design Services (PARKHILL)	$ 85,365.00
Task 4BID	Lump Sum Fee for Bid Phase Services (PARKHILL)	$ 18,400.00
Task 5CON	Hourly Rate Fee for Construction Phase Services (PARKHILL)	$156,700.00
Task 6RPR	Hourly Rate Fee for RPR Services (SUBCONSULTANT)	$193,850.00
Task 7CLO	Lump Sum Fee for Closeout Phase Services (PARKHILL)	$ 17,300.00
Task 9SSC	Reimbursable Services for Construction (SUBCONSULTANTS)	$ 19,120.00
TOTAL AMENDMENT NO. 5		**$490,735.00**

We propose to modify the agreement (Contract No. 15310) between the City of Lubbock and Parkhill dated May 12, 2020, and provide approved Task 3, 4, 5, and 7 services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) of Contract and Task 6 and 9 under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Hourly Rate Method) of Contract. Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for Tasks 3, 4, 5, 6, 7, and 9 shall not exceed the total noted without Owner's written approval.

If terms of this amendment are agreeable, please sign and return one copy of this amendment. Receipt of this signed letter will serve as our Notice to Proceed with these services. We look forward to working with you in completing this Project. For questions, please contact me directly at 806.473.3600 or mhaberer@parkhill.com.

Sincerely,

PARKHILL

By _____
Mark D. Haberer, PE, CM
Principal/Project Manager

Accepted by:

CITY OF LUBBOCK

By _____
Tray Payne
Mayor

Attest:

By _____
Rebecca Garza
City Secretary

Approved as to Content:

By _____
Kelly Campbell, A.A.E.
Executive Director of Aviation

Approved as to Form:

By _____
Mitch Satterwhite
First Assistant City Attorney

IN TRIPLICATE

MDH/dg
Encl
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Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

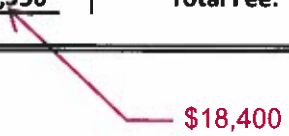
Today's Date: June 16, 2022

Prepared By: TH
Principal: MDH
Project Manager: MDH

Project Name: LBB Airfield Wide Joint Seal
Project Number: 5657.22
Task/Discipline: 4BID
Projected Start Date: May 1, 2022

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 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:	$16,988		
Direct Consultants:		Labor:	$16,988
Direct Expenses:	$1,189	Directs:	$1,368
Reimbursable Consultants:		Subtotal:	$18,356
Reimbursable Expenses:		Reimbursable:	
Total Fee:	$18,356	**Total Fee:**	$18,356



Labor Costs	Project: LBB Airfield Wide Joint Seal		Project Number:		Task/Discipline: 4BID		Current Fee: $18,356		
	1	2	3	4	5	6	7	8	
Category	CivilStructural	CivilStructural	CivilStructural	Support					
Staff Title - Level	PL VII - Sector Director CV-STR	PL V - Professional Civil Engineer CV-STR	PL III - Civil Engineer CV-STR	SS V - Senior Project Assistant					
Hourly/Billing Rate	$307.00	$239.00	$127.00	$111.00					
Resource (Employee) Name (Blank if not known)	MH	TH	LC	DG					
Task/Discipline / Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
BIDDING PHASE									
Compile and deliver bid package		3	4	5	7					19
Miscellaneous project management (2 month duration)		5			2					7
Assist with advertisement		1			1					2
Assist and contact potential bidders		0.5	0.5							1
Conduct Pre-Bid Conference										
Meeting Preparation		0.5	0.5		1					2
Meeting Travel (1hr from Lubbock, 9hrs from Frisco round trip)	1	1	9							10
Meeting Attendance (meeting time plus site visit)		4	4							8
Address bidder questions, issue addenda		0.5	2	4	2					9
Attend bid opening	1	2								2
Evaluate bids, prepare bid tabulation, award		2	3		3					8
Review contractor and subcontractors		1	2							3
Prepare and issue recommendation letter for award			2		2					4
Attend LBB Board Meeting	1	1								1
Attend City Council Meeting	1	1								1
Assist with contract documents		0.5			3					4
Labor Subtotals Hours / Trip Count	4	23	27	9	21					80
Salary		$7,061	$6,453	$1,143	$2,331					$16,988

Direct Expenses Project: LBB Airfield Wide Joint Seal Project No: 5657.22 Task: 4BID Current Fee: $18,356

Expenses included in lump sum fee. Not billed to client.

									Amount
Direct Consultant Costs									
611 Structural Consultant									
612 Mech/Elec Consultant									
613 TH									
614 Architectural Consultant									
615 Testing Consultant (Geotech, CMT, TAB, etc.)									
616 Surveying Consultant									
617 LBB Airfield Wide Joint Seal									
618 1271517									
618 Other Consultant - Acoustical Consultant									
618 10/1/2022									
618 Other Consultant									
								Total Direct Consultants	
Direct Expense Costs									
621 Travel									
Motel	1	Days @	1	Men @	$205.00	/Man-day	=	$205.00	
Air Travel	1	Air Fare @	1	Men @	$600.00	/Man	=	$600.00	
Parking		Days @		/Day			=		
Car Rental	1	Days @	$275.00	/Day			=	$275.00	
Mileage	30	Miles @	$0.585	@	4	Trips	=	$70.20	
								Subtotal	$1,150
622 Reproductions									
Blackline Prints									
34" x 22"		Shts @	$2.50	/Sht	@	Sets	=		
36" x 24"		Shts @	$2.75	/Sht	@	Sets	=		
42" x 30		Shts @	$3.25	/Sht	@	Sets	=		
Other		sf @	$0.55	/sf	@	Sets	=		
Mounting Foam Board		Boards @	$10.00	/ea	@				
Printing:									
Set Up Fee		Originals @	$0.15	/Sht	@	Submittals	=		
8-1/2" x 11" B&W	100	Originals @	$0.09	/Sht	@	1 Sets	=	$9.00	
8-1/2" x 11" Color		Originals @	$0.55	/Sht	@	1 Sets	=		
11" x 17" B&W		Originals @	$0.18	/Sht	@	1 Sets	=		
11" x 17" Color		Originals @	$1.05	/Sht	@	1 Sets	=		
Binding Cost		Sets @	$2.00	/Set			=		
Laminating		Shts @	$2.00	/Sht			=		
Scan to file									
Burn to CD/DVD		CD/DVD @	$13.50	/each			=		
Scan Specs		Originals @	$0.15	/Sht			=		
Scan Drawings		Originals @	$1.50	/Sht			=		
								Subtotal	$9
623 Models/Renderings/Photos				Shots @		/Shot			
624 Telephone	15	Calls @	$2.00	/Call					$30
625 Meals	2	Days @	50	Men @		/Man-day			
626 Field Supplies									
628 Postage		Mailings @	$2.00	/Mailing	(Standard)				
628 Postage		Mailings @		/Mailing	(Overnight)				
629 Publications									
630 Misc Reimbursable Exp									
632 Temporary Personnel									
634 Office Supplies									
635 CADD									
636 Field Equip Rental									
639 License & Regulation Fee									
643 NM Gross Receipt Tax									
647 Computer Supplies									
								Total Direct Expenses	$1,189

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: June 16, 2022

Prepared By: TH
Principal: MDH
Project Manager: MDH

Project Name: LBB Airfield Wide Joint Seal
Project Number: 5657.22
Task/Discipline: 5CON
Projected Start Date: October 3, 2022

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary
(Profit and Markup Included in Total Fee)

Labor Cost:	$146,114
Direct Consultants:	
Direct Expenses:	$9,245
Reimbursable Consultants:	
Reimbursable Expenses:	
Total Fee:	**$156,746**

Fee Summary
(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	$146,114
Directs:	$10,632
Subtotal:	$156,746
Reimbursable:	
Total Fee:	**$156,746**

Labor Costs	Project: LBB Airfield Wide Joint Seal			Project Number:		Task/Discipline: SCON		Current Fee: $156,746	
	1	2	3	5	5	6	7	8	
Category	CivilStructural	CivilStructural	CivilStructural	Support	Support				
Staff Title - Level	PL VII - Sector Director CV-STR	PL V - Professional Civil Engineer CV-STR	PL III - Civil Engineer CV-STR	SS V - Senior Project Assistant					
Hourly/Billing Rate	$307.00	$239.00	$127.00	$111.00					
Resource (Employee) Name (Blank if not known)	MH	TH	LC	DG					
Task/Discipline Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
CONSTRUCTION PHASE (273 Calendar Days to Final Completion)									
Project Management									
Coordinate Contracts and Subcontracts		4			2				2
Monthly Billing and Project Administration (9 months)		10			10				10
Review Contractor DBE Monthly Reporting			4		4				8
Review Submittals			7	7	4				18
Respond to RFI's		1	4		2				6
Review Change Orders		1	2		2				4
Review Contractor Pay Request (9 months)		2	8		2				10
Review Contractor Schedule		1	1						1
Daily coordination with RPR (15 min@195 business days)			48	48					96
Daily coordination with Owner (15 min@195 business days)		48							
Daily coordination with Contractor (15 min@ 195 business days)			48	48					96
Review QA/QC Test Reports		1	2						2
Prepare and Submit Weekly FAA Report		2	20		20				40
Prepare Quarterly FAA Report and Deliver Test		2	4	4					8
Site Visits (4 every month @ 2hrs/visit)	36	72	7	72					79
Site Visit Notes and Comments		9		9					9
Attend Final Walk-Through Inspection									
Preparation of Punchlist		0.5	1	2					3
Travel (1hr from Lubbock/9hrs from Frisco round trip)	1	1	9	1					10
Warranty Inspection		4	4	4					8
Meetings									
Attend Preconstruction Conference									
Meeting Preparation		1	1		2				4
Meeting Travel (1hr from Lubbock round trip)	1	1		1					2
Meeting Attendance		2	2	2					6
Meeting Minutes (Prepare and Issue)		0.5	0.5		1				2
Conduct Meeting With Airport Users and Contractor									
Meeting Preparation		2	2		2				6
Meeting Travel (1hr from Lubbock round trip)	2	2			2				4
Meeting Attendance		2	2		1				5
Meeting Minutes (Prepare and Issue)		0.5	0.5	0.5	1				3
Progress Meeting (assume 20 @ 1hr/ea)									
Meeting Preparation			10		10				20
Meeting Attendance		20	20	20					60
Meeting Minutes (Prepare and Issue)			10		10				20
Labor Subtotals Hours / Trip Count	40	189.5	217	218.5	75				700
Salary		$58,177	$51,863	$27,750	$8,325				$146,114

Direct Expenses Project: LBB Airfield Wide Joint Seal Project No: 5657.22 Task: SCON Current Fee: $156,746

Expenses included in lump sum fee. Not billed to client.

									Amount
Direct Consultant Costs									
611 Structural Consultant									
612 Mech/Elec Consultant									
613 Environ/Civil Consultant									
614 Architectural Consultant									
615 Testing Consultant (Geotech, CMT, TAB, etc.)									
616 Surveying Consultant									
617 Interior Design Consultant									
618 Other Consultant - Kitchen / Food Consultant									
618 Other Consultant - Acoustical Consultant									
618 Other Consultant - AV/ IT Consultant									
618 Other Consultant									
								Total Direct Consultants	
Direct Expense Costs									
621 Travel									
Motel	1	Days @	1	Men @	$205.00	/Man-day	=	$205.00	
Air Travel	1	Air Fare @	1	Men @	$600.00	/Man	=	$600.00	
Parking	2	Days @	$22.00	/Day			=	$44.00	
Car Rental	1	Days @	$275.00	/Day			=	$275.00	
Mileage	30	Miles @	$0.585	@	40	Trips	=	$702.00	
								Subtotal	$1,826
622 Reproductions									
Blackline Prints									
34" x 22"		Shts @	$2.50	/Sht	@	Sets =			
36" x 24"		Shts @	$2.75	/Sht	@	Sets =			
42" x 30		Shts @	$3.25	/Sht	@	Sets =			
Other		sf @	$0.55	/sf	@	Sets =			
Mounting Foam Board		Boards @	$10.00	/ea	@				
Printing:									
Set Up Fee		Originals @	$0.15	/Sht	@	Submittals =			
8-1/2" x 11" B&W	500	Originals @	$0.09	/Sht	@	1 Sets =		$45.00	
8-1/2" x 11" Color	500	Originals @	$0.55	/Sht	@	1 Sets =		$275.00	
11" x 17" B&W		Originals @	$0.18	/Sht	@	Sets =			
11" x 17" Color		Originals @	$1.05	/Sht	@	Sets =			
Binding Cost		Sets @	$2.00	/Set		=			
Laminating		Shts @	$2.00	/Sht		=			
Scan to file									
Burn to CD/DVD		CD/DVD @	$13.50	/each		=			
Scan Specs		Originals @	$0.15	/Sht		=			
Scan Drawings		Originals @	$1.50	/Sht		=			
								Subtotal	$320
623 Models/Renderings/Photos				Shots @		/Shot			
624 Telephone	50	Calls @	$2.00	/Call					$100
625 Meals	2	Days @	1	Men @	$50.00	/Man-day			$100
626 Field Supplies									
628 Postage	12	Mailings @	$2.00	/Mailing	(Standard)				$24
628 Postage	2	Mailings @	$25.00	/Mailing	(Overnight)				$50
629 Publications									
630 Misc Reimbursable Exp									
632 Temporary Personnel									
634 Office Supplies									
635 CADD									
636 Field Equip Rental									
639 License & Regulation Fee	Procore Construction Management Program (273 days x $25/day)								$6,825
643 NM Gross Receipt Tax									
647 Computer Supplies									
								Total Direct Expenses	$9,245

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: June 16, 2022

Prepared By: TH
Principal: MDH
Project Manager: MDH

Project Name: LBB Airfield Wide Joint Seal
Project Number: 5657.22
Task/Discipline: 6RPR
Projected Start Date: October 3, 2022

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 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:	$186,473		
Direct Consultants:		Labor:	$186,473
Direct Expenses:		Directs:	
Reimbursable Consultants:		Subtotal:	$186,473
Reimbursable Expenses:	$6,412	Reimbursable:	$7,373
Total Fee:	**$193,846**	**Total Fee:**	**$193,846**

Labor Costs	Project:	LBB Airfield Wide Joint Seal		Project Number: 5657.22		Task/Discipline: 6RPR		Current Fee:	$193,846	
		1	2	3	4	5	6	7	8	
	Category	CivilStructural								
	Staff Title - Level									
	Hourly/Billing Rate	$115.00								
	Resource (Employee) Name (Blank if not known)	Ron Pederson								
Task/Discipline / Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
RPR CONSTRUCTION PHASE										
Project preparation/review plans & specs		8								8
Attend Peconstruction Conference										
Meeting Preparation		0.5								1
Meeting Travel (2hr roundtrip)	1	1								1
Meeting Attendance		2								2
Construction Phase$ 1 - 15, 40 weeks @ 40 hours/week	273	1600								1,600
Closeout Assistance		10								
Labor Subtotals Hours / Trip Count	274	1621.5								1621.5
Salary		$186,473								$186,473

Reimbursable Expenses Project: LBB Airfield Wide Joint Seal Project No: 5657.22 Task: 6RPR Current Fee: $193,846

Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

									Amount
Reimbursable Consultant Costs									
511 4/18/2022									
512 Mech/Elec Consultant									
513 th									
514 Architectural Consultant									
515 Testing Consultant (Geotech, CMT, TAB, etc.)									
516 Surveying Consultant									
517 Interior Design Consultant									
518									
518 Other Consultant - Acoustical Consultant									
518 10/1/2022									
518 Other Consultant									
								Total Reimbursable Consultants	
Reimbursable Expenses									
521 Travel									
Motel	Days @			Men @		/Man-day	=		
Air Travel	Air Fare @			Men @		/Man	=		
Parking	Days @			/Day			=		
Car Rental	Days @			/Day			=		
Mileage	40 Miles @	$0.585		@	274 Trips		=	$6,411.60	
								Subtotal	$6,412
522 Reproductions									
Blackline / Color Plots									
34" x 22"	Shts @		$2.50	/Sht	@	Sets	=		
36" x 24"	Shts @		$2.75	/Sht	@	Sets	=		
42" x 30	Shts @		$3.25	/Sht	@	Sets	=		
Other	sf @		$0.55	/sf	@	Sets	=		
Mounting Foam Board	Boards @		$10.00	/ea	@				
Printing:									
Set Up Fee	Originals @		$0.15	/Sht	@	Submittals	=		
8-1/2" x 11" B&W	Originals @		$0.09	/Sht	@	Sets	=		
8-1/2" x 11" Color	Originals @		$0.55	/Sht	@	Sets	=		
11" x 17" B&W	Originals @		$0.18	/Sht	@	Sets	=		
11" x 17" Color	Originals @		$1.05	/Sht	@	Sets	=		
Binding Cost	Sets @		$2.00	/Set			=		
Laminating	Shts @		$2.00	/Sht			=		
Scan to file									
Burn to CD/DVD	CD/DVD @		$13.50	/each			=		
Scan Specs	Originals @		$0.15	/Sht			=		
Scan Drawings	Originals @		$1.50	/Sht			=		
								Subtotal	
523 Models/Renderings/Photos			Shots @		/Shot				
524 Telephone	Calls @		/Call						
525 Meals	Days @		Men @		/Man-day				
526 Field Supplies									
528 Postage	Mailings @		/Mailing	(Standard)					
528 Postage	Mailings @		/Mailing	(Overnight)					
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
								Total Reimbursable Expenses	$6,412

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: June 16, 2022

Prepared By: TH
Principal: MDH
Project Manager: MDH

Project Name: LBB Airfield Wide Joint Seal
Project Number: 5657.22
Task/Discipline: 7CLO
Projected Start Date: July 1, 2023

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 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:	$17,245		
Direct Consultants:		Labor:	$17,245
Direct Expenses:	$54	Directs:	$62
Reimbursable Consultants:		Subtotal:	$17,307
Reimbursable Expenses:		Reimbursable:	
Total Fee:	**$17,307**	**Total Fee:**	**$17,307**

Labor Costs | **Project:** LBB Airfield Wide Joint Seal | **Project Number:** | **Task/Discipline:** 7CLO | **Current Fee:** $17,307

		1	2	3	4	5	6	7	8	
Category		CivilStructural	CivilStructural	CivilStructural	Support					
Staff Title - Level		PL VII - Sector Director CV-STR	PL V - Professional Civil Engineer CV-STR	PL III - Civil Engineer CV-STR	SS V - Senior Project Assistant					
Hourly/Billing Rate		$307.00	$239.00	$127.00	$111.00					
Resource (Employee) Name (Blank if not known)		MH	TH	LC	DG					
Task/Discipline / **Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
PROJECT CLOSEOUT PHASE										
Coordinate as-built data with Contractor			2	4						6
Prepare CCC and Affidavit of Bills Paid			0.5		2					3
Review and prepare final quantity true-up change order			2		2					4
Review red lines and prepare record drawings		2	2	12	2					18
Compile QA test data and prepare summary		0.5	4	2	2					9
Compile RPR field notes		0.5		2	2					5
Compile RPR test data		0.5	2		2					5
Prepare final photo log		0.5			2					3
Compile FAA reports		0.5	2		2					5
Compile final payroll data and wage interviews		0.5	2		2					5
Prepare Buy American summary		0.5			1					2
Prepare PWL summary					1					1
Prepare FAA Final Inspection Form		0.5								1
Obtain consent of surety		0.5			1					2
Include NOI and NOT and compile final SWPPP		0.5	1		1					3
Prepare Sponsor Certification of Final Acceptance		0.5			1					2
Prepare Final Outlay Report		0.5			1					2
Prepare Final Federal Financial Report		1			1					2
Prepare Final Project Cost Summary		1			1					2
Compile O&M manuals/information		0.5			1					2
Prepare and deliver Project Final Report		2	8		16					26
Labor Subtotals Hours / Trip Count		12.5	25.5	20	43					101
Salary		$3,838	$6,095	$2,540	$4,773					$17,245

Direct Expenses Project: LBB Airfield Wide Joint Seal Project No: 5657.22 Task: 7CLO Current Fee: $17,307

Expenses included in lump sum fee. Not billed to client.

									Amount
Direct Consultant Costs									
611 Structural Consultant									
612 Mech/Elec Consultant									
613 Environ/Civil Consultant									
614 Architectural Consultant									
615 Testing Consultant (Geotech, CMT, TAB, etc.)									
616 Surveying Consultant									
617 Interior Design Consultant									
618 Other Consultant - Kitchen / Food Consultant									
618 Other Consultant - Acoustical Consultant									
618 Other Consultant - AV/ IT Consultant									
618 Other Consultant									
								Total Direct Consultants	
Direct Expense Costs									
621 Travel									
Motel		Days @				/Man-day	=		
Air Travel		Air Fare @		Men @		/Man	=		
Parking		Days @					=		
Car Rental		Days @		/Day			=		
Mileage	30	Miles @	$0.585	@		Trips	=		
								Subtotal	
622 Reproductions									
Blackline Prints									
34" x 22"		1		$2.50 /Sht @		Sets =			
36" x 24"		1		$2.75 /Sht @		Sets =			
42" x 30		Shts @		$3.25 /Sht @		Sets =			
Other		2		$0.55 /sf @		Sets =			
Mounting Foam Board		Boards @		$10.00 /ea @					
Printing:									
Set Up Fee		Originals @		$0.15 /Sht @		Submittals =			
8-1/2" x 11" B&W		Originals @		$0.09 /Sht @		1 Sets =			
8-1/2" x 11" Color	50	Originals @		$0.55 /Sht @		1 Sets =		$27.50	
11" x 17" B&W	50	Originals @		$0.18 /Sht @		1 Sets =		$9.00	
Scan Specs	25	Originals @		$0.15 /Sht		=		$3.75	
Scan Drawings		Originals @		$1.50 /Sht		=			
								Subtotal	$40
623 Models/Renderings/Photos				Shots @		/Shot			
624 Telephone	5	Calls @	$2.00	/Call					$10
625 Meals		Days @		Men @		/Man-day			
626 Field Supplies									
628 Postage	2	Mailings @	$2.00	/Mailing	(Standard)				$4
628 Postage		Mailings @		/Mailing	(Overnight)				
629 Publications									
630 Misc Reimbursable Exp									
632 Temporary Personnel									
634 Office Supplies									
635 CADD									
636 Field Equip Rental									
639 License & Regulation Fee									
643 NM Gross Receipt Tax									
647 Computer Supplies									
								Total Direct Expenses	$54

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: June 16, 2022

Prepared By: TH
Principal: MDH
Project Manager: MDH

Project Name: LBB Airfield Wide Joint Seal
Project Number: 5657.22
Task/Discipline: 9SSC
Projected Start Date: October 3, 2022

Fee (Revenue) Type: Reimbursable
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 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:			
Direct Consultants:		Labor:	
Direct Expenses:		Directs:	
Reimbursable Consultants:	$16,625	Subtotal:	
Reimbursable Expenses:		Reimbursable:	$19,119
Total Fee:	**$19,119**	**Total Fee:**	**$19,119**

$19,120

Reimburable Expenses Project: LBB Airfield Wide Joint SealProject No: 5657.2 Task: 9SSC Current Fee: $19,119

Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

									Amount
Reimbursable Consultant Costs									
512 Mech/Elec Consultant							C.P. Crossno & Associates - 4BID		$500
512 Mech/Elec Consultant							C.P. Crossno & Associates - 5CON		$11,125
513 Environ/Civil Consultant									
514 Architectural Consultant									
515 Testing Consultant (Geotech, CMT, TAB, etc.)							Terra Testing		$5,000
516 Surveying Consultant									
517 Interior Design Consultant									
518 Other Consultant - Kitchen / Food Consultant									
518 Other Consultant - Acoustical Consultant									
518 Other Consultant - AV/ IT Consultant									
518 Other Consultant									
								Total Reimbursable Consultants	$16,625
Reimbursable Expenses									
521 Travel									
Motel	Days @			Men @	$205.00	/Man-day	=		
Air Travel	Air Fare @			Men @	$600.00	/Man	=		
Parking	Days @	$28.00	/Day				=		
Car Rental	Days @	$275.00	/Day				=		
Mileage	Miles @	$0.585	@		Trips		=		
								Subtotal	
522 Reproductions									
Blackline / Color Plots									
34" x 22"	Shts @		$2.50	/Sht	@		Sets =		
36" x 24"	Shts @		$2.75	/Sht	@		Sets =		
42" x 30	Shts @		$3.25	/Sht	@		Sets =		
Other	sf @		$0.55	/sf	@		Sets =		
Mounting Foam Board	Boards @		$10.00	/ea	@				
Printing:									
Set Up Fee	Originals @		$0.15	/Sht	@		Submittals =		
8-1/2" x 11" B&W	Originals @		$0.09	/Sht	@		Sets =		
8-1/2" x 11" Color	Originals @		$0.55	/Sht	@		Sets =		
11" x 17" B&W	Originals @		$0.18	/Sht	@		Sets =		
11" x 17" Color	Originals @		$1.05	/Sht	@		Sets =		
Binding Cost	Sets @		$2.00	/Set			=		
Laminating	Shts @		$2.00	/Sht			=		
Scan to file									
Burn to CD/DVD	CD/DVD @		$13.50	/each			=		
Scan Specs	Originals @		$0.15	/Sht			=		
Scan Drawings	Originals @		$1.50	/Sht			=		
								Subtotal	
523 Models/Renderings/Photos				Shots @	$1.50	/Shot			
524 Telephone	Calls @	$2.00	/Call						
525 Meals	Days @		1	Men @	$50.00	/Man-day			
526 Field Supplies									
528 Postage	Mailings @	$2.00	/Mailing	(Standard)					
528 Postage	Mailings @		/Mailing	(Overnight)					
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
								Total Reimbrusable Expenses	

C. P. CROSSNO & ASSOCIATES
CONSULTING ENGINEERS
4603 Lake Village Drive
Fulshear, Texas 77441
(214) 802-8348

December 9, 2021

Mark D. Haberer, P.E.
Firm Principal
Parkhill
4222 85th Street
Lubbock, Texas 79423

Re: KLBB RWY 17-35 Hold Signs

Dear Mr. Haberer:

This letter is to serve as both a fee proposal and agreement between C.P. Crossno & Associates, Consulting Engineers (CPC&A) and Parkhill to provide professional engineering and administrative services associated with the electrical portion of the Preston Smith International Airport improvement project. CPC&A will provide engineering to include the following:

1. Prepare relevant FAA specification sections for this work. Parkhill will perform all clerical work. CPC&A will provide pdf markup for each section
2. Review pictures of current sign panels and guide on whether or not there needs to be any adjustment to panel messaging to meet current AC standard
3. Review Parkhill plan sheets for proposed signage locations
4. Review Parkhill details for new sign base, conduit/cable extension in trench, junction can, and reuse of existing sign

In addition CPC&A will make 'on site' visits as mutually deemed necessary at a negotiated additional cost to complete the work in a satisfactory manner.

It is understood that changes in our participation will not be made without the approval of both CPC&A and Parkhill. It is also mutually understood that CPC&A will bill for completed engineering in coordination with PSC, but that payment will be made only after PSC receives payment for the engineering task.

CPC&A will provide certificates and maintain general, professional, and auto liability insurance.

Based on our discussions, it was decided that compensation should be on a 'per hour' basis with a 'Not to Exceed' cost for each phase. Billing will be in accordance the attached Engineering Rate Sheet.

If this is satisfactory, please sign and return one copy to me.

Project Phases	Not to Exceed
~~Final Design~~	~~$ 7,000~~
Bidding	$ 500
	========
~~Engineering and Direct Expense Total~~	~~$ 7,500*~~

*Does not include on-site visits.

Charles Paul Crossno, P.E.
December 9, 2021

Mark D. Haberer, P.E.

Approved:

_____

_____

_____

Date: _____

C. P. CROSSNO & ASSOCIATES
CONSULTING ENGINEERS
4603 Lake Village Drive
Fulshear, Texas 77441
(214) 802-8348

April 21, 2022

Mark D. Haberer, P.E.
Principal
Parkhill
4222 85th Street
Lubbock, Texas 79423

Re: KLBB Hold Signs (Construction)

Dear Mr. Haberer:

This letter is to serve as both a fee proposal and agreement between C.P. Crossno & Associates, Consulting Engineers (CPC&A) and Parkhill to provide professional engineering and administrative services associated with the electrical construction portion of the Preston Smith International Airport RWY 17-35 hold sign project. CPC&A will provide engineering to include the following:

1. Attend pre-construction meeting virtually
2. Attend up to 10 (1 hr. each) construction progress meetings virtually
3. Review submittals related to hold signs and associated electrical
4. 15 hrs. for misc. Q&A/RFI's, etc.
5. Attend final walk on site

In addition CPC&A will make 'on site' visits as mutually deemed necessary at a negotiated additional cost to complete the work in a satisfactory manner.

It is understood that changes in our participation will not be made without the approval of both CPC&A and Parkhill. It is also mutually understood that CPC&A will bill for completed engineering in coordination with Parkhill, but that payment will be made only after Parkhill receives payment for the engineering task.

CPC&A will provide certificates and maintain general, professional, and auto liability insurance.

Based on our discussions, it was decided that compensation should be on a 'per hour' basis with a 'Not to Exceed' amount in accordance with the attached Engineering Rate Sheet.

If this is satisfactory, please sign and return one copy to me.

Engineering Total $ 11,125*

*Does not include travel, per-diem, or on-site visits.

Charles Paul Crossno, P.E.
April 21, 2022

Mark D. Haberer, P.E.

Approved:

Date:_____

Parkhill
Hourly Rate Schedule
January 1, 2022 through December 31, 2022

Client: City of Lubbock **Project:** LBB Area-Wide Joint Seal

Agreement Date: April 21, 2022 **Location:** Lubbock, Texas

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$58.00
SUPPORT STAFF II	$68.00
SUPPORT STAFF III	$94.00
SUPPORT STAFF IV	$100.00
SUPPORT STAFF V	$111.00
SUPPORT STAFF VI	$120.00
PROFESSIONAL LEVEL I	
Architect	$118.00
Civil Engineer	$122.00
Electrical Engineer	$125.00
Interior Designer	$112.00
Landscape Architect	$112.00
Mechanical Engineer	$122.00
Structural Engineer	$117.00
Surveyor I	$89.00
Other Professional	$110.00
PROFESSIONAL LEVEL II	
Architect	$127.00
Civil Engineer	$137.00
Electrical Engineer	$141.00
Interior Designer	$118.00
Landscape Architect	$118.00
Mechanical Engineer	$141.00
Structural Engineer	$133.00
Surveyor II	$99.00
Other Professional	$116.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$144.00
Civil Engineer	$170.00
Electrical Engineer	$165.00
Interior Designer	$129.00
Landscape Architect	$140.00
Mechanical Engineer	$165.00
Structural Engineer	$163.00
Surveyor III	$115.00
Other Professional	$127.00
PROFESSIONAL LEVEL IV	
Architect	$177.00
Civil Engineer	$198.00
Electrical Engineer	$194.00
Interior Designer	$141.00
Landscape Architect	$151.00
Mechanical Engineer	$194.00
Structural Engineer	$189.00
Surveyor IV	$133.00
Other Professional	$150.00
PROFESSIONAL LEVEL V	
Architect	$215.00
Civil Engineer	$239.00
Electrical Engineer	$237.00
Interior Designer	$170.00
Landscape Architect	$184.00
Mechanical Engineer	$237.00
Structural Engineer	$228.00
Professional Surveyor V	$156.00
Other Professional	$167.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$239.00
Civil Engineer	$257.00
Electrical Engineer	$268.00
Interior Designer	$206.00
Landscape Architect	$222.00
Mechanical Engineer	$268.00
Structural Engineer	$246.00
Professional Surveyor VI	$188.00
Other Professional	$202.00
PROFESSIONAL LEVEL VII	
Architect	$307.00
Civil Engineer	$307.00
Electrical Engineer	$307.00
Interior Designer	$231.00
Landscape Architect	$307.00
Mechanical Engineer	$307.00
Structural Engineer	$307.00
Professional Surveyor VII	$208.00
Other Professional	$307.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.

C. P. CROSSNO & ASSOCIATES
CONSULTING ENGINEERS
4603 Lake Village Drive
Fulshear, Texas 77441
(214) 802-8348

2022 RATE SCHEDULE

ILS Engineer	$ 250.00/hour
Electronics Engineer	$ 225.00/hour
Electrical Engineer	$ 225.00/hour
CADD Design Technician	$ 125.00/hour
CADD Technician	$ 110.00/hour
Administrative Assistant	$ 90.00/hour

EXPENSES

Auto Mileage	$ 0.59/mile
Aircraft	Direct Cost
Reimbursable Expenses	Direct Cost

City of Lubbock, TX
Capital Project
Project Cost Detail
August 23, 2022

Capital Project Number:	8610
Capital Project Name:	Remove & Reseal Concrete Joints

	Budget
Encumbered/Expended	
Parkhill Smith and Cooper Basic Design	$197,500
Kutchins & Groh (Independent fee analysis)	4,600
Parkhill Smith and Cooper Amendment 2	111,000
Hensel Phelps Contract 15549 Alt(s) 4-6	1,169,290
Agenda Item August 23, 2022	
Interstate Sealant & Concrete	3,612,667
Parkhill Amendment 5 (construction administration)	490,735
Encumbered/Expended To Date	5,585,792
Estimated Costs for Remaining Appropriation	
Contingency	2,214,094
Remaining Appropriation	2,214,094
Total Appropriation	$7,799,886

AI# 10833
Regular City Council Meeting
08/23/2022:

6. 15.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a grant agreement under the Federal Aviation Administration Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Development Addendum for Lubbock Preston Smith International Airport, for the construction of the Customs Facility Project.

Item Summary

The Federal Aviation Administration (FAA) has agreed to amend its CARES Act Airport Grant Agreement to reallocate $2,728,000 of funds awarded under # 3-48-0138-045-2020 for airport development. The development addendum is approved and allocated for the construction of the Customs Facility project.

Fiscal Impact

This action reallocated $2,728,000 from CARES grant # 3-48-0138-045-2020 to a new grant #3-48-0138-055-2022, for the sole purpose of constructing a Customs facility.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - FAA Cares Development Addendum

FAA Cares Development Addendum

RESOLUTION

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

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Development Addendum (3-48-0138-055-2022) to that certain CARES Act Airport Grant Agreement (3-48-0138-045-2020) by and between the City of Lubbock and the United States of America, acting through the Federal Aviation Administration, to fund certain eligible airport project(s) constituting airport development under said Grant Agreement, and all related documents. Said Development Addendum 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Development Addendum – CARES Act Airport Grant Agreement
August 1, 2022

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

CARES Act Development Addendum Transmittal Letter

July 22, 2022

Mayor Tray Payne
1314 Avenue K
Lubbock, Tx. 79457

Dear Mayor Payne:

Please find the following electronic CARES Act Addendum Offer, Grant No. 3-48-0138-055-2022 for the Lubbock Preston Smith International Airport, which uses funds relocated from CARES Act Grant Agreement 3-48-0138-045-2020. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than 8/31/2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms, or conditions of the grant offer.

d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Addendum for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-271 or equivalent and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Sincerely,

Kim Brockman (Jul 22, 2022 12:49 CDT)

Kim Brockman
Acting Manager, Texas Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

DEVELOPMENT ADDENDUM

Part I - Offer

Federal Award Offer Date	July 22, 2022
Airport/Planning Area	Lubbock Preston Smith International Airport
CARES Addendum Number	3-48-0138-055-2022
Unique Entity Identifier	LXDNEKWRVKJ6

TO: City of Lubbock
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application to amend Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airport Grant Agreement 3-48-0138-045-2020 by application dated April 8, 2022, to fund Development at or associated with the Lubbock Preston Smith International Airport, included as part of this CARES Act Airport Grant Agreement Development Addendum 3-48-0138-055-2022, ("Development Addendum");

WHEREAS, the FAA has agreed with the Sponsor to amend its CARES Act Airport Grant Agreement 3-48-0138-045-2020 to reallocate $2,728,000 of funds awarded under 3-48-0138-045-2020 to fund specific eligible airport project(s) constituting airport Development at an eligible airport under the Sponsor's control;

WHEREAS, the Sponsor has accepted the terms of the FAA's CARES Act Airport Grant Agreement Development Addendum offer;

WHEREAS, no other terms, conditions, or assurances of the 3-48-0138-045-2020 shall be negated as a result of this Development Addendum, including provisions regarding revenue use, Buy American, and reporting requirements;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Development Addendum for the Lubbock Preston Smith International Airport consisting of the following:

Improve/Modify/Rehabilitate Building

which is more fully described in the Project Grant Application;

WHEREAS, this Development Addendum hereby amends 3-48-0138-045-2020 for the purpose of reallocating **$2,728,000** of the funds originally provided under 3-48-0138-045-2020 to permit Lubbock Preston Smith International Airport to use not more than that amount to reimburse Lubbock Preston Smith International Airport for expenses incurred no earlier than March 27, 2020, until the specified Development funds have been fully expended, provided such expenses are directly related to eligible Development described in the Project Grant Application and listed below; and

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Project Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for the Development described in the Project Grant Application for 3-48-0138-055-2022, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-48-0138-045-2020; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Development Addendum, and in compliance with the conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing the Development as a result of and in accordance with this Development Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-48-0138-045-2020 CONDITIONS #1-23

1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$2,728,000**.

The following amounts represent the calculation(s) of the maximum total obligation by funding group, as originally allocated under 3-48-0138-045-2020, made available under the provisions of Public Law 116-136, which are hereby reallocated from 3-48-0138-045-2020 and assigned to 3-48-0138-055-2022 for the Development identified in the application:

Lubbock Preston Smith International LBB $2,728,000 KPR2020

2a. **Grant Performance.** This Development Addendum is subject to the following Federal award requirements:

a. Period of Performance:

1. Remains the same as initial CARES Agreement 3-48-0138-045-2020, which is 4 years (1,460 calendar days) from the date of acceptance of that Grant Agreement. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations

and assurances that extend beyond the closeout of the Grant Agreement or this Development Addendum.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Addendum follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Development Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

6a. **Completing the Development Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Development without undue delays and in accordance with this Development Addendum, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the Development under the Development Addendum that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the Development stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Development Addendum and any other addendum that may be attached hereto at a later date by mutual consent. All terms, conditions, and assurances are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-48-0138-045-2020.

7a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Development unless this offer has been accepted by the Sponsor on or before **August 31, 2022**, or such subsequent date as may be prescribed in writing by the FAA.

12a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Development Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

22. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all Development in this Development Addendum. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Development Addendum.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map is incorporated herein by reference or is submitted with the Project Grant Application and made part of this Development Addendum.

24. **Informal Letter Amendment of CARES Development.** The FAA can issue an informal letter amendment that modifies the Development description in the Project Grant Application to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

SPECIAL CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-48-0138-045-2020 SPECIAL CONDITIONS, AS APPLICABLE

7. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Development Addendum is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Development Addendum, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Development and compliance with the assurances and conditions as provided herein. Such Development Addendum shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Jul 22, 2022 12:49 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Grant Application and incorporated materials referred to in the foregoing Offer under this Development Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer, and hereby acknowledges all terms, conditions and assures in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Executed this day of _____

City of Lubbock
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Project Grant Amendment under the laws of the State of Texas. Further, I have examined the foregoing Development Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated this day of _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-48-0138-045-2020 AIRPORT SPONSOR ASSURANCES #1-11 IN ADDITION TO THE (A) GENERAL AND (B) SPONSOR CERTIFICATIONS

A. General.

1. These assurances are required to be submitted as part of the Project Grant Application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136 for eligible Airport Development. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Development Addendum by the sponsor, these assurances are incorporated in and become part of this Development Addendum and all CARES Act Airport Grant Agreements 3-48-0138-045-2020, previously or concurrently executed and attached hereto.

B1. Development Addendum Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Development Addendum that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Development Addendum, in addition to all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements included in all CARES Act Airport Grant Agreements 3-48-0138-045-2020, previously or concurrently executed and attached hereto, and including but not limited to the following:

FEDERAL LEGISLATION

y. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.

FEDERAL REGULATIONS

r. 14 CFR Part 150 – Airport noise compatibility planning.

s. 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.

t. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

C. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects.

   The terms, conditions and assurances of this Development Addendum and all CARES Act Airport Grant Agreements attached hereto shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout

the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights, Airport Revenue Use and Civil Rights so long as the airport is used as an airport. Also, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Development Addendum, in addition to those included in all CARES Act Airport Grant Agreements 3-48-0138-045-2020, previously or concurrently executed.

3A. Good Title.

For Development, including noise compatibility program projects, to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

d. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Development Addendum without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Development Addendum and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto.

8A. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the Development and continued compliance with the terms, conditions, and assurances of this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto, including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

12. Sponsor Fund Availability.

It has sufficient funds available to assure operation and maintenance of items funded under this Development Addendum which it will own or control.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any Development funded under this Development Addendum which involves labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a through 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veterans' Preference.

It shall include in all contracts for work on any Development funded under this Development Addendum which involves labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Planning for Development Projects.

In carrying out planning Development:

. It will execute the Development in accordance with the approved program narrative contained in the Project Grant Application or with the modifications similarly approved.

a. It will furnish the Secretary with such periodic reports as required pertaining to the planning Development and planning work activities.

b. It will include in all published material prepared in connection with the planning Development a notice that the material was prepared using federal funds provided by the United States.

c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Development Addendum.

e. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the Development, only if the employees are not qualified.

g. It understands and agrees that the Secretary's approval of this Development Addendum or the Secretary's approval of any planning material developed as part of this Development Addendum does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

16. Operation and Maintenance.

. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for—

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

a. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

17. Hazard Removal and Mitigation.

As required by 49 U.S.C. 40103, the safety of air transportation has been delegated to the FAA. To assure safety of flight, the airport sponsor will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

18. Airport Layout Plan.

. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, and to assure safe and efficient operation of aircraft or safety or people on the ground related to aircraft operations, the sponsor will update the airport layout plan to reflect changes to it if any of the funds provided by the CARES Act affect the following:

1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor

will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

19. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of April 8, 2022.

20. Relocation and Real Property Acquisition.

. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

a. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

b. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Development Addendum and all CARES Act Airport Grant Agreements previously or

concurrently executed and attached hereto. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Development Addendum. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a U.S. Government License for Real Property, No. 22EKW0032X, by and between the City of Lubbock and the United States of America, in connection with certain real property located at Lubbock Preston Smith International Airport.

Item Summary

The U.S. Government wish to license for real property at Lubbock Preston Smith International Airport near 5601 N. Walnut Avenue for the Next Generation Weather Radar (NEXRAD) system. The license begins January 1, 2023, and ends December 31, 2043. The U.S. Government shall pay Lubbock Preston Smith International Airport no monetary consideration in the form of rent. The U.S. Government may use the premises for any lawful purpose such as installing, operating, maintaining, repairing, and replacing its equipment for the NEXRAD system as may be necessary in order to carry out the U.S. Government's mission.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - U.S. Government
License for Real Property with U.S. Government

RESOLUTION

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

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a U.S. Government License for Real Property, No. 22EKW0032X, by and between the City of Lubbock and the United States of America in connection with certain real property located at the Lubbock Preston Smith International Airport, and related documents. Said License for Real Property 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.U.S. License for Real Property
July 20, 2022

U.S. GOVERNMENT LICENSE FOR REAL PROPERTY

DATE OF LICENSE:	LICENSE NO: 22EKW0032X

This License is made and entered into between: ***The City of Lubbock***

whose address is: Lubbock International Airport, Route 3, Box 389, Lubbock, TX 79401

hereinafter called the "Licensor", and the United States of America, hereinafter called the "Government".

Witnesseth: The parties hereto, for the mutual undertakings of the parties and consideration hereinafter mentioned, covenant and agree as follows:

1. **Premises.** Licensor owns or controls improved land located at Lubbock Preston Smith International Airport near 5601 N. Walnut Avenue near the intersection with E. Football (the "Property"). Licensor licenses to the Government and the Government licenses from the Licensor a portion of the Property consisting of approximately 0.321 acres of improved land (the "Premises"). The approximate geographic coordinates of the Premises are Latitude 33.654129, Longitude -101.814158. Exhibit A further describe the Property and Premises.

2. **Term.** This License begins on January 1, 2023 and ends on December 31, 2043, subject to the termination and other rights as may be hereinafter set forth. The parties may agree to enter into a succeeding ground license after this License ends, with the Government's property (e.g., improvements, equipment) remaining the property of the Government.

3. **Rent and Transfer of Funds.** The Government shall pay the Licensor no monetary consideration in the form of rent. Nothing in this License shall constitute an obligation of the Government to transfer its funds to the Licensor or others.

4. **Termination.** This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.

5. **Use.** The Government may use the Premises for any lawful purpose, such as for installing, operating, maintaining, repairing, and replacing its equipment (e.g., a Next Generation Weather Radar (NEXRAD) system) as may be necessary in order to carry out the Government's mission. The Government shall have the right to make alterations, additions, and improvements to the Premises and Government property as may be necessary in order to carry out the Government's mission.

6. **Utility Connection.** The Government shall have right-of-way to connect to all necessary utilities (e.g., for maintaining power, telecommunications, cabling, and fuel lines to the Premises); all rights-of-way to be over or under the Property may be by routes reasonably determined to be the most convenient to the Government. The Government is responsible for funding its connection to the Premises and shall arrange for connection to existing utilities through separate agreements.

7. **Operations, Maintenance & Utilities.** (a) The Government will keep and maintain the Government's equipment in good condition, reasonable wear and tear excepted. (b) The Licensor shall maintain, repair, and keep in good and tenantable condition the Premises, as well as the access to the Premises. (c) The Licensor is not responsible for providing the Government with utilities or any additional services; therefore, the Government shall be responsible for obtaining and paying for its own utilities and additional services.

8. **Taxes and Assessments.** The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., equipment).

9. **Access.** For the duration of this License, and at no cost to the Government, the Licensor is responsible for ensuring the Government, its employees, contractors, subcontractors, licensees and other authorized representatives shall have access (rights of ingress and egress) to the Premises at all times (i.e., 24 hours per day and 7 days per week). The

Licensor shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. When applicable, the Licensor shall provide the Government with at least two keys or the combination or code for any security fencing. The Government may, at its own expense, erect a fence or other barrier to restrict access to the Premises.

10. **Hazardous Materials.** The Premises shall be free of hazardous materials according to applicable environmental laws and regulations.

11. **Government Property.** Licensor covenants and agrees that none, nor any part, of the Government's property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations. At such time that the Government vacates the premises said disposal or abandonment will be coordinated among the parties. Abandoned property should only be property agreed to by both parties to be abandoned. If unwanted abandoned property is left by the Government the Licensor will notify the Government to remove said abandoned property. If the Licensor, within a reasonable time, must fund for the disposal of unwanted abandoned property, said reimbursement is pursuant to a separate obligating document that requires the Government's subsequent approval and is subject to the requirements of 31 U.S.C. §§ 1341(a) and 1501(a).

12. **Authority to License.** Licensor covenants that Licensor's interest in the Property is sufficient to enter into this License and Licensor's signatory has full authority to bind the Licensor to all terms and conditions of this License; the Government may reasonably request evidence of said interest and authority.

13. **Claims.** For the purposes of this License, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Licensor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.

14. **Correspondence.**

Correspondence to the Licensor shall be sent to:	Correspondence to the Government shall be sent to:
Lubbock International Airport Director 5401 N. MLK Blvd., Unit 389 Lubbock, Texas 79403	NOAA Real Property Management Division 1305 East West Highway, SSMC IV Silver Spring, MD 20910 Attn: Contracting Officer

15. **Successors Bound.** This License shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

16. **Quiet Enjoyment.** Licensor agrees that the Government shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this License, without hindrance from Licensor or anyone claiming rights by, through or under Licensor. In support of the Government's mission of collecting, studying, and reporting on meteorological conditions, the Licensor agrees to share any potential development plans with the Government to avoid damaging any Government improvements including the Government's utility lines, grading and access.

17. **Exhibits and Attachments.** The following are attached and made a part hereof:

    A. Exhibit "A", Legal Description / Survey of the Property and Premises (1 page)
    B. Exhibit "B", Google Earth Aerial Image of Site (1 page)

18. **Prior Transaction.** This License succeeds Lease number 063LBF0071.

In Witness Whereof, the parties to this License evidence their agreement to all terms and conditions set forth herein by their signatures below.

LICENSOR: THE CITY OF LUBBOCK

BY _____ _____

Signature Name (Print), Title, & Date

IN THE PRESENCE OF:

BY _____ _____

Signature Name (Print), Title, & Date

UNITED STATES OF AMERICA:

Signature _____ _____

Department of Commerce
Real Property Contracting Officer

Name of Contracting Officer (Print) & Date

APPROVED AS TO CONTENT:

Signature _____

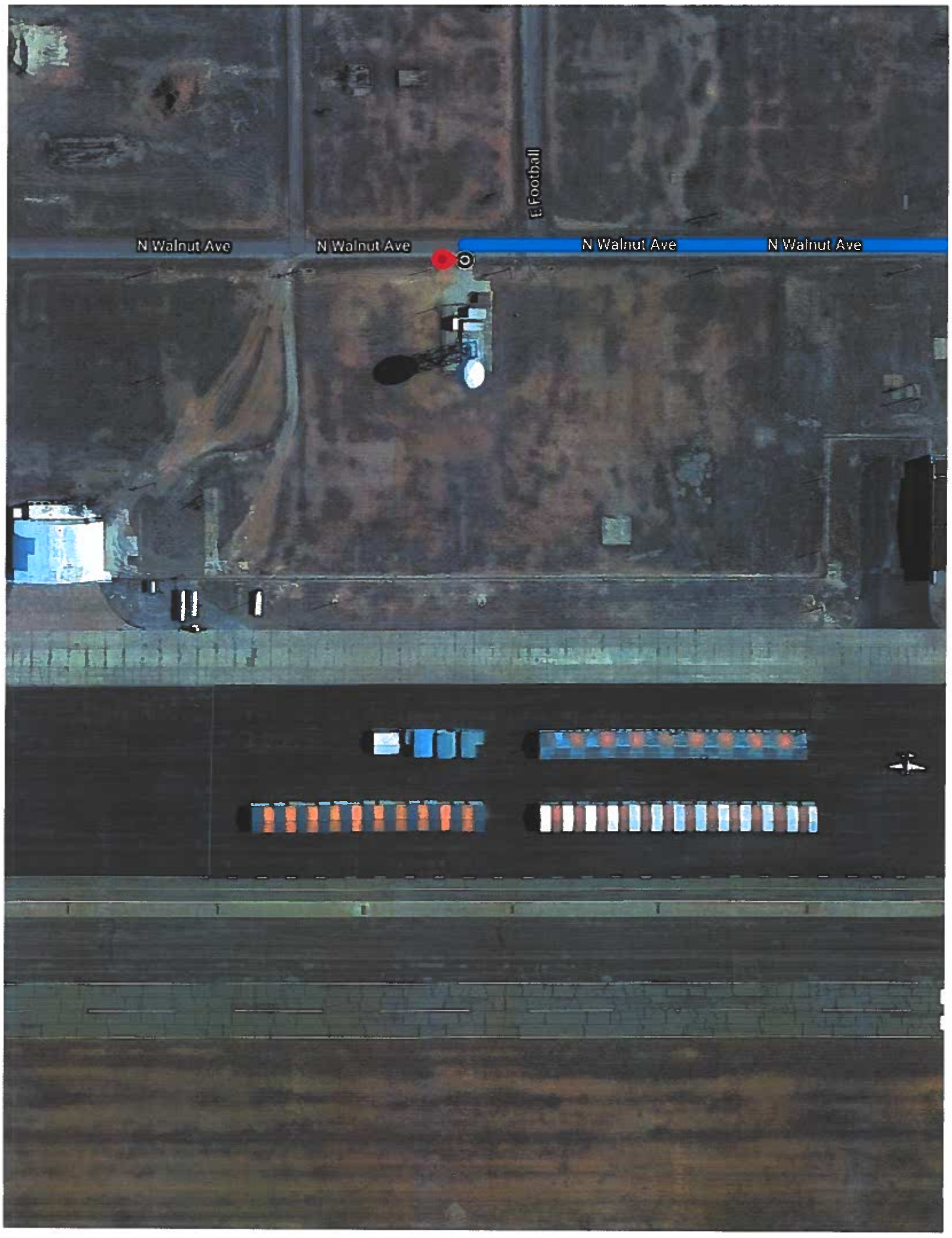
Kelly Campbell, AAE
Executive Director of Aviation

APPROVED AS TO FORM:

Signature _____

Mitchell Satterwhite
First Assistant City Attorney

U.S. GOVERNMENT LICENSE FOR REAL PROPERTY
DOC NOAA 2020 V1 (DEC)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N Walnut Ave
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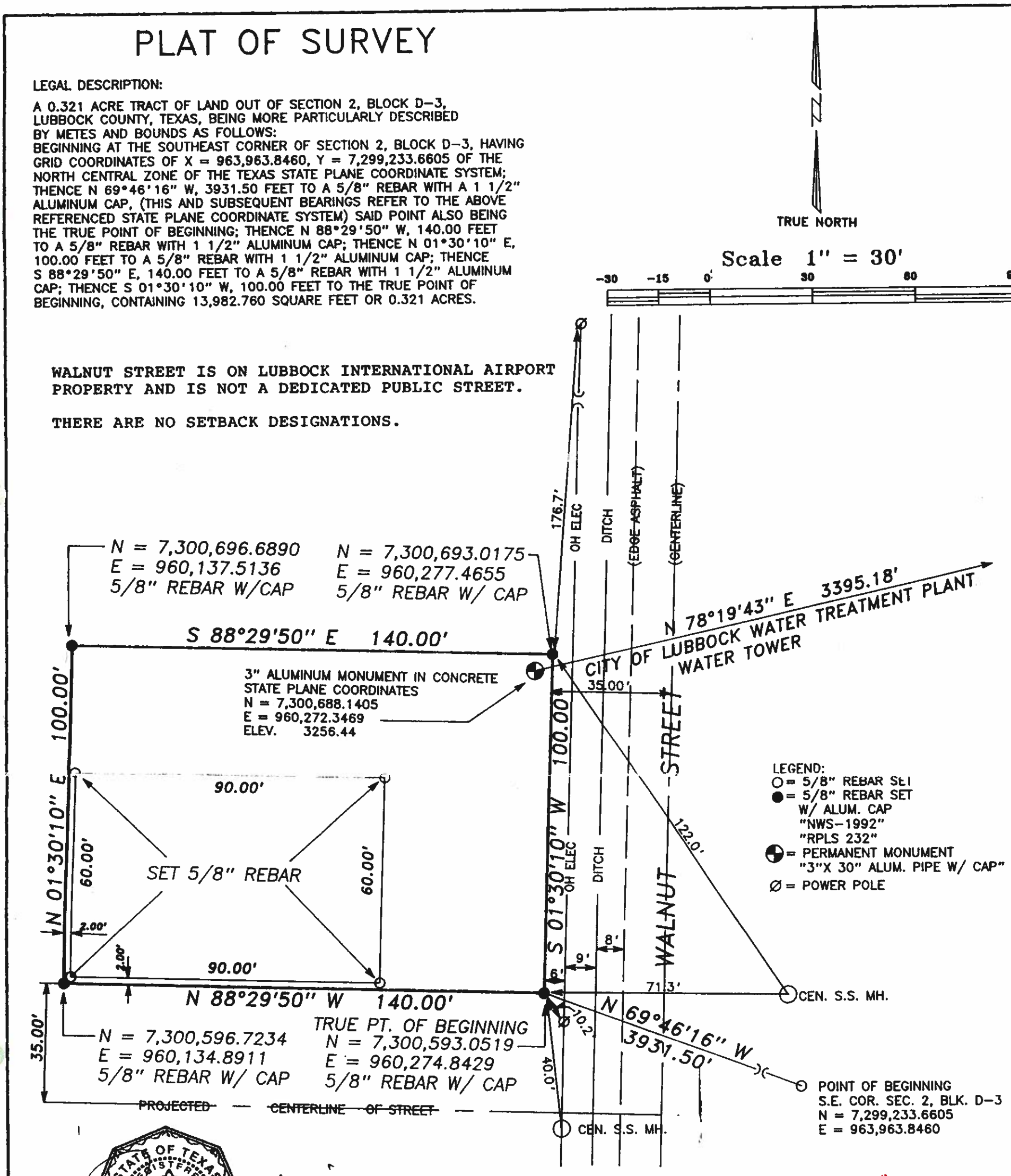
PLAT OF SURVEY

LEGAL DESCRIPTION:

A 0.321 ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK D–3, LUBBOCK COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 2, BLOCK D–3, HAVING GRID COORDINATES OF X = 963,963.8460, Y = 7,299,233.6605 OF THE NORTH CENTRAL ZONE OF THE TEXAS STATE PLANE COORDINATE SYSTEM; THENCE N 69°46'16" W, 3931.50 FEET TO A 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP, (THIS AND SUBSEQUENT BEARINGS REFER TO THE ABOVE REFERENCED STATE PLANE COORDINATE SYSTEM) SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N 88°29'50" W, 140.00 FEET TO A 5/8" REBAR WITH 1 1/2" ALUMINUM CAP; THENCE N 01°30'10" E, 100.00 FEET TO A 5/8" REBAR WITH 1 1/2" ALUMINUM CAP; THENCE S 88°29'50" E, 140.00 FEET TO A 5/8" REBAR WITH 1 1/2" ALUMINUM CAP; THENCE S 01°30'10" W, 100.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 13,982.760 SQUARE FEET OR 0.321 ACRES.

WALNUT STREET IS ON LUBBOCK INTERNATIONAL AIRPORT PROPERTY AND IS NOT A DEDICATED PUBLIC STREET.

THERE ARE NO SETBACK DESIGNATIONS.



STATE OF TEXAS REGISTERED JOHN L. WILSON 232 PROFESSIONAL LAND SURVEYOR

THIS CERTIFICATE OF SURVEY IS CERTIFIED ONLY TO THE UNITED STATES DEPARTMENT OF COMMERCE AND SAID CERTIFICATE SHALL NOT TRANSFER TO ANY NEW OWNER OR OWNERS OF THE SUBJECT PROPERTY. THIS IS TO CERTIFY THAT THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR HAS COMPLETED A TRUE AND ACCURATE SURVEY OF THE ABOVE DESCRIBED PREMISES AND THAT ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET AS SHOWN. THIS CERTIFICATE OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT TEXAS MINIMUM STANDARDS FOR PROPERTY SURVEYS.

EXHIBIT "A"

NOTE:
PERMANENT MONUMENT COORDINATE VALUES AND BEARING SHOWN ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD 83) OTHER COORDINATE VALUES ARE SITE COORDINATES (DO NOT HAVE GRID FACTOR ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND DISTANCES. ELEVATION DATUM IS REFERENCED MEAN SEA LEVEL.

WILSON SURVEYING Co., INC.
Registered Professional Land Surveyors
Global Positioning System Surveyors
3330 70th STREET, SUITE 201 • LUBBOCK, TEXAS 79413
(806) 792–4731 • FAX (806) 792–1646

DATE: JAN. 22, 1992	CHKD. BY: C. SAWYER	REVISED:
SITE: LUBBOCK INTERNATIONAL AIRPORT		
SURVEY FOR: UNITED STATES DEPARTMENT OF COMMERCE	UNIX FILE: "DOP" DISC #1010	
PROJECT NAME: LUBBOCK, TEXAS	F.B.# 310 PAGE 66–73	
CLIN. FILE: FW	FILE # 28,179	
	DWG. FILE: DOP.DWG	

Information

Agenda Item

Resolutions - Human Resources: Consider three resolutions authorizing the Mayor to execute Contract 16647 with ITSQuest, Inc., Contract 16757 with KT Black, and Contract 16758 with Premier Staffing Source, Inc., for temporary employment services, as needed.

Item Summary

The City requested proposals from temporary employment agencies for the use of professional, clerical, trades, and medical temporary employee services. Temporary employees are used in vacancies that are unable to fill and in other instances are used on a planned basis for short-term or seasonal operational requirements. The contract term is for one year with the option to renew for four years.

Evaluation criteria published in the Request for Proposal (RFP) for Professional and Clerical personnel were ranked based on the following: standard agency procedures including background/criminal history checks, pre-placement and annual driver's license checks, etc. 55%; agency staffing capabilities including testing procedures, methodology used to supply qualified personnel after notification of need (history checks, drug testing, etc.), and reference checks on the vendor, 25%; cost (hourly rate, three to five-year price guarantee, billing procedures, markups for overtime pay and the right to request a temporary employee for a position that is not included in the contract) 20%.

The City uses an average of 25 to 35 Professional and Clerical temporary workers per year. Each professional or clerical worker requested work from a few days to several months, where the majority of requests are two to six weeks in duration.

The following 19 companies submitted proposals for Professional and Clerical temporary workers:

1. ITQuest Staffing, Lubbock, TX - 90.4 points
2. KT Black Services, Amarillo, TX - 86.2 points
3. Premier Staffing Source, Inc, Lanham, MD - 82.8 points
4. Abacus Service Corp., Southfield, MI - 71.2 points
5. Spherion Staffing & Recruiting, Lubbock, TX - 70.4 points
6. RedCap Staffing, El Paso, TX - 67 points
7. HJ Staffing, - Tomball, TX - 66.8 points
8. BuzzClan, LLC, Dallas, TX - 64.6 points
9. Vision Employment Group, LLC, Lubbock, TX - 64.2 points
10. SoftHG, Inc., San Diego, CA - 60.6 points
11. Diskriter, Inc., Pittsburgh, PA - 59.8 points
12. RADgov, Inc., Fort Lauderdale, FL - 58 Points
13. Cambay Consulting, LLC, Katy, TX - 54.6 points
14. Compunnel Software Group, Inc., Austin, TX - 54.2 points
15. Siter-Neubauer & Associates - Arlington, TX - 53.6 points
16. Compu-Vision Consulting, Inc., North Brunswick, NJ - 50.4 points
17. Onin Staffing, Birmingham, AL - 50.2 points

18. Shorewise Consulting, Rochester, MI 41.8 points
19. IOS Acquisition, LLC, New York, NY 36 points

Evaluation criteria published in the Request for Proposal (RFP) for Trades personnel were ranked based on the following: standard agency procedures including background/criminal history checks, pre-placement and annual driver's license checks, etc. 55%; agency staffing capabilities including testing procedures, methodology used to supply qualified personnel after notification of need (history checks, drug testing, etc.), and reference checks on the vendor, 25%; cost (hourly rate, three to five-year price guarantee, billing procedures, markups for overtime pay and the right to request a temporary employee for a position that is not included in the contract) 20%.

The City also utilizes these 150 - 225 trades temporary workers per year. The majority of these workers are utilized during the summer months as seasonal workers and work from about the middle of May through the middle of September.

The following 15 companies submitted proposals for Trades temporary services:

1. ITQuest Staffing, Lubbock, TX - 90.4 points
2. KT Black Services, Amarillo, TX - 86.2 points
3. Premier Staffing Source, Inc, Lanham, MD - 82.8 points
4. Abacus Service Corp., Southfield, MI - 71.2 points
5. Spherion Staffing & Recruiting, Lubbock, TX - 70.4 points
6. RedCap Staffing, El Paso, TX - 67 points
7. HJ Staffing, - Tomball, TX - 66.8 points
8. BuzzClan, LLC, Dallas, TX - 64.6 points
9. Vision Employment Group, LLC, Lubbock, TX - 64.2 points
10. SoftHG, Inc., San Diego, CA - 60.6 points
11. Diskriter, Inc., Pittsburgh, PA - 59.8 points
12. RADgov, Inc., Fort Lauderdale, FL - 58 Points
13. Siter-Neubauer & Associates - Arlington, TX - 53.6 points
14. Onin Staffing, Birhaming, AL - 50.2 points
15. Shorewise Consulting, Rochester, MI 41.8 points

Evaluation criteria published in the Request for Proposal (RFP) for Medical personnel were ranked based on the following: standard agency procedures including background/criminal history checks, pre-placement and annual driver's license checks, etc. 55%; agency staffing capabilities including testing procedures, methodology used to supply qualified personnel after notification of need (history checks, drug testing, etc.), and reference checks on the vendor, 25%; cost (hourly rate, three to five-year price guarantee, billing procedures, markups for overtime pay and the right to request a temporary employee for a position that is not included in the contract) 20%.

A medical category is included for the Health Department on a contingency basis or as needed. There was an average spend of $141,000 for FY19-20 and FY20-21.

The following 14 companies submitted proposals for Medical temporary services:

1. ITQuest Staffing, Lubbock, TX - 90.4 points
2. KT Black Services, Amarillo, TX - 86.2 points
3. Premier Staffing Source, Inc, Lanham, MD - 82.8 points
4. Abacus Service Corp., Southfield, MI - 71.2 points
5. Spherion Staffing & Recruiting, Lubbock, TX - 70.4 points

6. BuzzClan, LLC, Dallas, TX - 64.6 points
7. SoftHG, Inc., San Diego, CA - 60.6 points
8. Diskriter, Inc., Pittsburgh, PA - 59.8 points
9. RADgov, Inc., Fort Lauderdale, FL - 58 Points
10. Compunnel Software Group, Inc., Austin, TX - 54.2 points
11. Siter-Neubauer & Associates - Arlington, TX - 53.6 points
12. Compu-Vision Consulting, Inc., North Brunswick, NJ - 50.4 points
13. Shorewise Consulting, Rochester, MI 41.8 points
14. IOS Acquisition, LLC, New York, NY 36 points

Staff recommends Professional, Clerical, Trades, and Medical contracts be awarded to the three firms with the highest matrix points that meet the City's needs:

1. ITQuest Staffing, Lubbock, TX - 90.4 points
2. KT Black Services, Amarillo, TX - 86.2 points
3. Premier Staffing Source, Inc, Lanham, MD - 82.8 points

Fiscal Impact

The total appropriation for Temporary Employment Services in FY2021-2022 is $1.6 million to be utilized in various operating budgets.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Project Summary 22-16647-MA
Contract 16647 for ITSQuest
Resolution for ITSQuest 16647
Contract 16757 for KT Black
Resolution for KT Black 16757
Contract 16758 for Premier Staffing Source
Resolution for Premier Staffing Source 16758

Purchasing and Contract Management
Project Summary
RFP 22-16647-MA Temporary Employment Services

Notice was published in the Lubbock Avalanche Journal on June 5, 2022 and June 12, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 5, 2022.
70 Vendors downloaded documents from Bonfire-hub.com.
6 Vendors were notified separately.
19 Vendors submitted a proposals.

City of Lubbock, TX
Temporary Employment Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 23rd day of August ("Effective Date") by and between ITSQuest, Inc. (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposal 22-16647-MA Temporary Employment 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 Temporary Employment 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 Consultant 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 – Proposal
4. Exhibit C – Best and Final - Bill Rate Sheet

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, and C attached hereto.

Article 1 Services

1.1 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. This contract shall remain in effect until the expiration date, performance of service ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal 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 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. 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.

1.3 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.

1.4 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.

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. This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.2 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.

2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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 of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR:

Sarah Reagan
Contractor's Signature

Sarah Reagan
Printed Name

CEO
Title

GENERAL REQUIREMENTS

1 BACKGROUND

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from temporary employment agencies (hereinafter called "Agency") for information on the quality and cost of temporary employment services. The City utilizes approximately 25 to 35 clerical and professional temporary workers per year. Each clerical or professional temporary worker requested works from a few days to several months, where the majority of requests are two to six weeks in duration. The City also utilizes approximately 150 to 225 trade's temporary workers per year. The majority of these workers are utilized during the summer months as seasonal workers and work from about the middle of May through the middle of September. A Medical category is included for the Health Department on a contingency basis or as needed.

1.2 The City may select more than two temporary employment agencies, per job family category, to service this contract and will provide personnel requests to the agencies that provide the most prompt and quality placement by category. The City has spent an average of $1.9 million each year over the past four years for temporary employment services. The total appropriation for temporary employment services in FY 2021-20 budget is $1.6 million.

1.3 The City of Lubbock will require the successful temporary employment agencies to conduct a standard background check for all temporary employees placed with the City and provide copies to the designated representative at the City of Lubbock.

1.3.1 Telephone reference checks to ensure education and skills are correct, as presented on an applicant's application.

1.3.2 Conduct criminal history checks, through the Texas Department of Public Safety or State of Current Residence, on <u>all</u> applicants who are being referred for City jobs.

1.3.3 Make every reasonable effort to contact past and present employers to gain information about the work habits of the applicant(s).

1.3.4 The Lubbock Police Department will conduct a more thorough background check on any temporary employee(s) who will be required to work in confidential police work areas or police records.

1.4 The City of Lubbock will require the temporary employment agencies to conduct pre- employment screening for <u>all</u> temporary employees placed with the City and provide documentation that the temporary employees passed to the designated representative at the City of Lubbock prior to placement.

1.4.1 All temporary employees <u>must</u> have a drug screening completed within ten (10) days prior to placement.

1.4.2 Temporary employees in trades' positions will have a physical exam, as needed, completed within thirty (30) days prior to placement, unless they have had one within the last six (6) months.

1.4.3 Temporary employees who drive City vehicles <u>must</u> have a driver's license check completed within one (1) year prior to placement.

1.4.4 Prior to placement at the City, Human Resources will run a check through our internal databases and approve all temporary applicants for placement.

1.5 The City currently uses Microsoft Office Products.

2 GENERAL CONDITIONS

2.1 Agency will quote an hourly wage and bill rate at various levels (**EXHIBIT C**) for each type of temporary worker described in the job descriptions in **EXHIBIT B**, as applicable. These rates will remain effective for one year. Any increases in the second and third year of the contract shall be in accordance with the Consumer Price Index; however, a three to five year price guarantee will be looked on favorably. The rate should encompass any payments to the temporary employee as well as applicable costs for conducting Driver's License Checks, Criminal History Background Checks, Drug/Alcohol Screens, Physicals, etc. Workers compensation coverage will be the responsibility of the agencies.

Agency must notate any difference in mark-up percentage for overtime pay. Overtime is defined as more than 40 hours actually worked in any one week beginning on Saturday and ending on Sunday.

City of Lubbock Retirees, returning to their same position, are an exception to the quoted rates. They can return through a staffing agency at the same hourly rate upon retirement. The hourly wage shall be verified with the designated representative at the City of Lubbock prior to the temporary assignment. The bill rate for these employees shall be at the same percentage or better as all other temporary employees.

The City reserves the right to request a temporary employee for a position that is not included in this contract. The hourly wage shall be verified with the designated representative at the City prior to the temporary assignment. These rates will be at 5% under the City's pay plan but no lower than minimum wage. The bill rate for these temporary employees shall be at the same percentage as all other temporary employees.

2.2 The selected agencies will appoint one person who is an employee of the agency who will service this contract and who will be the liaison between the City and their agency.

2.3 The agencies will be solely responsible for ensuring the workers they provide the City meet all legal requirements to be able to work in the United States and complete the I-9 form accurately and in its entirety.

2.4 The agencies will be able to provide temporary workers within 8 hours of the request and if the City is not contacted and/or provided with a temporary within that time period the City reserves the right to contact another agency for service.

2.5 The agencies will provide workers who possess the necessary skills, knowledge, and ability to perform the jobs into which they are to be placed, as per attached job description.

2.6 The City reserves the right to reject workers provided by the successful agencies, if they are found to be unacceptable before or after starting on the job to which they have been assigned.

2.7 There shall be no obligation on the part of the City to hire any temporary worker it is supplied under the terms of this RFP on a full time basis following the term of the temporary employment.

2.8 Should the City wish to hire an individual who has been filling the temporary position, neither the individual nor the City will be required to pay a placement fee.

2.9 The selected agencies will have and maintain a $500,000 crime bond on the employees it provides to the City to protect the City from any loss caused by the workers it provides.

2.10 The successful agencies are to provide the City with weekly billing by department. Normal payment terms are Net 30. The ability to accept a City purchasing card for payment is preferred.

3 CONTRACT TERM/TERMINATION

3.1 The contract shall be for a term of one year with the option to renew for four additional one year terms, said date of term beginning upon City Council date of formal approval and shall continue without interruption from the executed date, under the same terms and conditions.

3.2 The City reserves the right to terminate the contract in whole or in part, for any reason, by providing a thirty (30) day written notice to the Agency.

4 INDEMNITY INSURANCE

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS A PRIMARY ADDITIONAL INSURED AND PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARTICULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR.

4.1 Agency shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Agency specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Agency, or of any subcontractor, or materials man, or anyone acting on behalf of contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employees, but excepting only such injury or harm as may be caused solely by an act or omission of City, its officers and employees. Agency agrees to waive any and all claims and suits covered by this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Agency shall secure and maintain insurance for the duration of the contract. Proof of the Agency's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required.

Commercial General Liability Requirements: $2M occurrence / $4M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Automobile Liability Requirements: $1M/occurrence is needed Professional Liability Requirements: $1M occurrence / $2M aggregate
Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.
Special Insurances Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage

4.3 All policies or certificates shall also contain the following endorsements:

4.3.1 Name insured wording which includes the Agency, Subcontractors, and the City of Lubbock with respect to general liability and automobile liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A:VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least twenty (20) calendar days' notice prior to cancellation or termination of insurance, except in the case of non-payment.

ITSQUEST STAFFING

June 27, 2022

City of Lubbock, Texas
The Honorable Tray Payne and
Members of the Lubbock City Council
1314 Avenue K 9th Floor
Lubbock, TX 79401

RE: RFP 22-16647-MA for Temporary Employment Services

Dear Mayor Payne and Members of the City Council:

ITSQuest, Inc., is pleased to submit an offer in response to the referenced Temporary Employment Services Request for Proposal ("RFP"). ITSQuest has been providing experienced and reliable staffing professionals to municipalities and businesses throughout Texas and New Mexico since 1994. Our services include expertise in the areas of candidate assessment, screening, interviewing, background checks, and drug screening for all employees. We pride ourselves in the quality of service we provide to our clients, employees, and the community.

The intention of this RFP is to award a temporary employment service contract for a term of five years. We have reviewed the contents within the RFP to assess the requirements, and we have determined that they are entirely within the levels of our experience and completely within the realm of our capabilities. The attached proposal outlines the required information by the City of Lubbock describing our proactive and risk-management approach to staffing.

ITSQuest began providing the City of Lubbock with temporary personnel in 2007, and we have delivered outstanding services and have maintained an excellent relationship with the City. The City performed mandatory audits of our files for 2018, 2019, and 2021, and found our procedures and documentation to be complete and thorough (please see audit conclusions in the attachments to our response). ITSQuest looks forward to a continuing partnership with the City of Lubbock and pledge our commitment for staffing excellence in addressing all temporary employment services requirements addressed in the RFP.

If you have any questions or require additional information, please feel free to contact me by phone or email.

Sincerely,

Sarah Reagan

Sarah Reagan, Chief Executive Officer
sarahreagan@itsquest.com

4505 82nd Street, Suite 3 • Lubbock, Texas 79242 • Phone 806-785-9100

In accordance with the City of Lubbock's RFP 22-16647-MA for Temporary Employment Services, Section 6 Proposer Information,* ITSQuest *respectfully submits the following response:

6.1.1 Testing Procedures

A. Skills Testing

All non-light industrial candidates for the City of Lubbock ("City) are tested for claimed skills as disclosed in their application or interview process. The company uses a customized evaluation and testing software system. Specific tests will be administered to comply with the skill sets as determined via the City's request. The testing database includes, but is not limited to:

- ✓ Typing
- ✓ Grammar
- ✓ Spelling
- ✓ Basic Accounting
- ✓ Filing
- ✓ Basic Office
- ✓ Basic Computer
- ✓ Business Writing
- ✓ Proofreading
- ✓ Data Entry
- ✓ HR Basics & Benefits
- ✓ Payroll
- ✓ Writing
- ✓ Customer Service
- ✓ Numerous Software Programs
- ✓ Call Center Skills
- ✓ Call Center Listening
- ✓ English to Spanish
- ✓ Basic Electronics
- ✓ Basic Industrial Skills
- ✓ General Maintenance
- ✓ Forklift Operation
- ✓ Shipping & Receiving Clerk Skills
- ✓ Medical Skills
- ✓ Many More

Light industrial candidates are tested in basic math, safety procedures (HAZCOM, lifting, lockout–tagout, material handling, personal protective equipment, and forklift certification) and in their ability to categorize items alphabetically. In addition, we will administer specific tests requested by the City.

B. Safety

ITSQuest has strict training policies for safety in the work environment. If an individual does not pay appropriate attention or is not responsive during the training and education process, the individual is no longer eligible for employment. ITSQuest has a partnership agreement with all clients that if safety meetings are held, our employees may participate and participation documentation is provided to our office. Also, our company uses safety videos and materials covering a wide range of job classifications and work place settings. In many light industrial settings, ITSQuest implements safety incentive programs to

minimize workers' compensation risk and promote performance. We perform quarterly site visits to ensure that all safety precautions are being met and that our employees are following the client's environmental health and safety program. This is an integral part of our system. ITSQuest has a corporate culture which focuses on safety awareness and attitude from all assigned employees. We believe an employee who passes this portion of our program will be an employee who will rapidly adapt to the culture and needs of our clients.

ITSQuest utilizes the support of a commonly owned supporting entity, Imperium Risk, Inc., a risk and safety management company. The support of Imperium Risk includes consulting and training in compliance with OSHA and ANSI standards. The research support and practical hands on experience of Imperium Risk improves the risk and safety assessments of ITSQuest and indirectly benefits our client's needs without additional costs.

The safety requirements for public and private entities increase annually; and the need to maintain compliance and adherence to rules rises every year. ITSQuest has the ability to draw upon our resources to be on the cutting edge of federal and state safety and risk compliance and to indirectly assist the City.

C. Physical Abilities

ITSQuest acknowledges and will comply with the City's request to ensure temporary employees in trades positions will have a physical exam, as needed, completed within thirty days prior to placement, unless the employee has had a physical within the last six months.

6.1.2 Methodology for Supplying Qualified Personnel

ITSQuest has been recognized by the American Staffing Association (ASA) as being a leader in the staffing industry with consistent assessment and placement. ITSQuest has constant oversight and evaluation to the adherence of the highest staffing principles. By using ITSQuest, the City is guaranteed that all procedures are followed consistently and thoroughly. Our standards have led to decreased turnover rates, decreased on-the-job accidents and incidents at client locations, reduced loss time accidents, reduced absenteeism, increased production and higher retention rates. An increased benefit to the reduced on-the-job accidents is a reduction in damage to City property. This allows the City to concentrate on the tasks at hand instead of questionable staffing levels and practices.

ITSQuest focuses on utilizing our proven assessment processes to successfully match proven individuals to each position. We do not believe in a 'one-size-fits-all' approach when it comes to staffing; each client and each position must be thoroughly assessed for a true understanding of what the client's needs and requirements are. Only after understanding what the client requires can we begin the search for the candidates to fill the position.

Project Management Approach

ITSQuest's Project Management Approach centers around:

A. Employee Assessment
B. Response Time
C. Value Added Services
D. Client Reporting
E. Performance Evaluations
F. Risk and Safety Assessments
G. Quality Assurance
H. Execution

Our corporate culture dictates that we consistently provide additional value to the client operations by maintaining key elements and unique benefits.

ITSQuest's project approach contains the following key elements:

- Work closely with the City's designated representatives to ensure prompt and adequate response to requested requirements.
- Identify and recruit qualified candidates with job skills required by the City's request through our intensive and comprehensive assessment and screening process.
- Maintain qualified, competent, and tested inventory of candidates that may be supplied to the City upon request.

- Maintain close analysis on work site environments, supervisor expectations, and quality control of all processes relating to assigned employees and the City requirements.

Unique benefits that ITSQuest will add to this project include:

- Develop and implement employee incentive programs that target the following areas:
  - ✓ Retention of assigned employee incentive programs for long term assignments.
  - ✓ Increase qualified employee inventory by providing testing and on the job training.
  - ✓ Ongoing safety awareness and education.
- Perform quality assurance procedures to identify:
  - ✓ The City's specific required forms and protocol
  - ✓ Reporting documentation and timeframe
  - ✓ Staffing short falls and previous problems
  - ✓ Safety concerns and to generate a corrective action plan supported by our safety partner, Imperium Risk, that compliments your current Environment Health and Safety plans.
- Maintain management staff that exemplify the successful trends in the staffing industry and participate in active roles in professional organizations.

A. Employee Assessment

1.0 Recruiting

ITSQuest's recruiting process begins by identifying the City's needs and then formulating a sustainable plan that will maximize time, energy and resources in recruiting qualified candidates. Our trained team identifies the best methods to attract qualified applicants. Recruiting methods include but are not limited to the following:

- Social Media resources such as Facebook
- State unemployed assistance departments
- Local and regional job fairs
- Internet job posting and bulletin boards

The company will utilize as necessary:

- Existing Qualified Inventory Pool – to ensure prompt response to client needs, we consistently maintain a large database of qualified assignable employees in each of our market areas.
- Specialized Recruitment – as an execution based company we design specialized recruitment programs based on client specific needs.
- Employee Referrals – employees are monetarily rewarded for qualified and placed referrals.

Immediately when a timeline is established we will develop: (1) interview needs and methods, (2) appropriate testing to be administered, and (3) screening that targets key areas of knowledge, skills and employment background. This adds valuable benefits to the recruiting process by ensuring only qualified candidates are considered for the remainder of the process.

2.0 Screening

Every ITSQuest assigned employee is professionally screened and evaluated before a hiring determination is made. All employees must meet our employment requirements and the City's requirements before a designated placement. Below is an overview of our screening and assessment criteria.

It is a requirement for every ITSQuest applicant to:

- Have a current telephone number (home or cell)
- Have a reliable and insured source of transportation
- Have reliable childcare if needed
- Be eligible for bonding
- Have verifiable work experience with explained gaps
- Pass a criminal background check
- Pass a drug test analysis
- Have valid I9 identification

ITSQuest recruiters must verify at least two favorable work references from two separate companies prior to placement of an assignable employee, as well as verifying education and skills disclosed during the application process. All information is recorded in our employment files within our computer system.

2.1 Criminal / Driving Background Checks

ITSQuest performs background checks on all assigned employees as part of the screening process. The background check(s) administered include county, city and state criminal background verifications, which will be through the Texas Department of Public Safety.

We will obtain national verifications upon client request. All background checks are performed prior to placement and again upon reactivation if the employee leaves the job assignment to return later.

Temporary employees who drive City vehicles will have a new driver's license check completed prior to placement.

2.2 Drug Testing

Each applicant during the process must sign a drug test release form prior to placement. This form allows our company the right to administer a drug test prior to placement, randomly, with reasonable suspicion, and in any type of workplace accident. The drug tests are five panel screens administered in the ITSQuest office and no charge is made to the client. ITSQuest does and has always drug screened every candidate being placed on our client's worksite prior to reporting to the worksite.
Drug tests will be completed within ten days prior placement.

ITSQuest's five panel in-house test screens for:

1. Cocaine
2. Amphetamines
3. Methamphetamine
4. Marijuana
5. Opiates/Morphine

The screens also test for temperature and sample impairment (use of a non-urine substance in an attempt to alter the test results).

ITSQuest will perform DOT drug tests through third party administrators and also has the ability to test on ten panels.

Alcohol straws - This test indicates if alcohol is present in the body. This test is randomly performed on site or at the request of the client. This may be accompanied by a modest charge for client requested tests.

When certain job classifications require more in depth testing we send the candidate to an outside independent testing facility. Once a candidate has passed the drug test, we will consider the candidate for placement.

3.0 Skills Testing

All non-light industrial candidates are tested for claimed skills as disclosed in their application or interview process. The company uses a customized evaluation and training software system. Specific tests will be administered to comply with the specific skill sets as determined via the City's request. Our testing procedures were elaborated in section 6.1.1 of this proposal.

4.0 Training

ITSQuest will provide training for assigned employees based on the type of position they will be assigned to. Our training programs include, but are not limited to:

- Eye Protection
- Hand Protection
- Hearing Protection
- Hard Hat
- Hazardous Communication
- Blood Borne Pathogens
- Food Safety
- Cut and Burn Prevention
- Slips, Trip, and Falls
- Back Injury Prevention
- Pre-Work Exercise
- Hand and Finger Injury Prevention
- Chemical Burn Treatment
- Delivery Driver Safety
- Dolly Usage Safety
- Pallet Jack Safety
- Dust/Silica Exposure Safety
- High-Pressure Water Blaster Safety
- Knife Safety
- Ladders Safety
- Lifting Safety

B. Response Time

When a job (work) order is placed with ITSQuest it will be evaluated and then assigned to an Employment Consultant to complete. Depending on the City's requirements and skill level of an applicant, we will strive to fill the job position within four hours of notification. Typically, an ITSQuest Employment Consultant can fill most positions within eight hours of notification. Historically, ITSQuest has a successful track record in maintaining timeliness and consistency in filling assignments.

C. Value Added Services

ITSQuest representatives are available to our clients seven days a week/twenty-four hours a day. All management employees are assigned a cell phone and a representative is on call every day and on weekends. The City will be provided a list of our contact names, cell phone numbers, and emergency notification procedures in case of a workers' compensation accident.

ITSQuest has a strict safety guideline policy that ensures our employees are working in a safe work environment. We will perform quarterly site visits and random audits to ensure that the facility meets safety standards. We will require our employees to attend safety training and adhere to the safety standards of the City. We have a full-time risk and safety manager available for questions and comments related to facility safety.

ITSQuest has well trained team members who will be utilized as needed or requested by the City.

Our team members are trained in:

- Human Resources
- Manufacturing Technology
- Employment Law for Federal Rules and the State of Texas
- Technical Recruiting
- Safety Planning
- Workers' Compensation Issues
- Training and Quality Assurance Systems
- Quality Control and Statistical Quality Control
- OSHA Standards

Employee Retention and Recognition Programs

Service Pay - ITSQuest employees will receive a service bonus if the employee satisfies the following requirements:

- If the employee worked at least 1,700 hours during the calendar year.
- The employee must be active at the year end. This is defined as having a paycheck/advice dated in the month of December for the service pay eligibility year period.
- The Service Pay is 1.25 percent of the total earnings of the employee for the applicable bonus eligibility year. This includes both regular hourly pay and overtime hourly pay.
- The Service Pay is earned wages and will be taxed and reported in the same manner as other earnings.

The service pay is based on a calendar year (January 1 to December 31); it is the responsibility of the employee earning the pay to report the eligibility to his or her ITSQuest office. The service pay will be included on the next payroll cycle. Eligible service pay ceases after sixty days (60) from January 1st and will not be carried forward or paid in arrears.

Holiday Pay - ITSQuest employees may qualify for Standard Holiday Pay (average hours worked, maximum of 8 hours) if the employee fulfills all the following:

- Work and be paid for 960 hours in the 26 week period prior to the holiday
- Work at least 30 hours in the week prior to the holiday
- Must work the scheduled day before and the day after the designated holiday

Eligible holidays include: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. If the client pays the holiday, the employee will not receive a second paid day from ITSQuest.

Medical Insurance - ITSQuest's benefits package also includes two Affordable Care Act compliant health insurance plans. The first plan is a Minimum Value Plan, which covers

doctor visits, emergency room visits, advanced imaging, preventive care, chronic disease management, prescription drugs, and life insurance. The second plan is a Minimum Essentials Coverage Plan, and it covers 15 preventive services for all adults, 23 preventive services for women, and 26 services for children. Currently, 40 employees take advantage of our health insurance benefits.

ITSQuest also provides separate dental and vision plans for our employees.

An online portal is available for our employees to choose and manage their insurance plans. The portal is in both Spanish and English.

The plans are group plans, and any participating employee may transfer their coverage under certain conditions, including COBRA. We offer a payroll deduction plan for any employee wishing to participate.

Referral Bonuses - ITSQuest assigned employees are encouraged to refer family and friends seeking employment to register with our company. In order to encourage this, we offer a $25.00 "Referral Bonus" to all assigned employees. To receive a bonus, the applicant must list the name of who referred them as the source of referral on their application. They must also work a total of 40 hours within a 30 day time frame. There is no limit on the number of referrals the employee can refer. Clients are not billed for the referral bonuses paid to our assigned employees.

The same benefits that apply to full time employees apply to part time employees if they qualify. The qualification is based on hours worked.

D. Client Reporting

ITSQuest in partnership with the City will participate and maintain records needed to comply with any quality assurance programs such as ISO 9000 or our own risk program. Our management team has experience in generating helpful reports based on statistical and objective data that enhances our services. ITSQuest staff will work diligently with your staff to meet any reporting requirements upon developing our business relationship. In the past, we have generated many specialized reports such as:

- Workflow Analysis
- Workstation Design
- Ergonomic Redesign
- Workers' Compensation
- Productivity
- Attendance

E. Performance Evaluations

Evaluations are performed at specific intervals to ensure that our employees are meeting the City's expectations. We want to ensure that employees are meeting goals and objectives that increase overall productivity and bring value to the end user. Work safety is an important

component to these evaluations and all ITSQuest employees must attend and pass safety training. We feel that a comprehensive evaluation is an indicator of success.

- Arrival Call: ITSQuest contacts the employee on the first day of a new assignment to ensure timely arrival.
- One Week Follow-Up: ITSQuest's representative will communicate with the City one week after a new employee has started to verify the City's level of satisfaction regarding that employee.
- 30-Day Evaluation: Approximately 30 days into each assignment, our representative will meet with the City management to evaluate the employee's performance. This feedback allows us to understand if the City's needs are being met and provides us with an even deeper understanding of the employee's strengths and weaknesses for future reference.
- Informal Evaluations: ITSQuest representatives frequently interact with the employees they place during the course of an assignment through paycheck delivery, phone calls, or site visits.

Performing evaluations at specific intervals ensures our employees will meet the City's expectations.

F. Risk and Safety Assessment

The company bases most decisions on the risk and safety assessments it makes for both employees during their applicant-to-candidate process and for clients based on their past safety experience and safety awareness. Our corporate culture requires management to seek clients with a strong belief in work place safety and safety awareness for all employees. The company believes assessing candidates within the realm of risk and safety finds employees that are risk adverse, but also a lower employment risk. Employees passing our screening process are much less than one-half of applicants seeking employment at ITSQuest. This leaves our clients with employees who will readily adopt a safe working environment and be more likely to experience less workplace attrition and errors. We believe traditional staffing companies have provided a less than desirable work force to clients and allowed the clients to narrow the range of acceptable employees. ITSQuest believes it is our responsibility to screen and properly assess all applicants to ensure only suitable employees are assigned by our company to our clients.

ITSQuest maintains a risk manager to work with our staff to thoroughly assess work sites and we train all our team members in ITSQuest's methods of candidate assessment to hire the "right employee for the right client".

ITSQUEST'S SAFETY PROGRAM

As part of our deep commitment to safety, we seek to provide a safe work environment for our employees as well as yours. We will provide the best possible service to you, the City, by establishing a partnership with the following benefits:

- **Intimate Knowledge of Your Facilities**
  We conduct a thorough site inspection before we assign any of our employees to your facility. This is because in order to provide you with high quality labor, we need to understand your work environment, machinery, training needs, production goals, etc. We use this information to provide you with the best possible workforce.

- **Talent Matching**
  It is important to have an intimate understanding of your operations in order to provide workers who meet your standard. This includes the physical abilities to fulfill the essential functions of the job as well as skill sets that are consistent with your operations.

- **Lower Turnover**
  Because of the comprehensive screening and filtering processes, we employ higher quality workers and have lower turnover rates than general industry averages.

- **Less Downtime and Increased Productivity**
  Accidents in the workplace can grind your business to a temporary halt. These business interruptions cost you money. Also, the time and resources necessary to retrain personnel is costly and time consuming. We take all the necessary steps to ensure they are properly trained and qualified to work at your facility.

- **Preservation of Your Safety Record**
  OSHA recordkeeping regulations dictate that all reportable incidents taking place at your facility are documented on your OSHA 300 Log. You are aware of the importance of a positive safety record. We are keenly aware of our role in protecting this experience. We partner with all our clients to promote safety awareness, ensure proper training, and provide a safe working environment for all employees, both yours and ours.

- **Client-Specific Orientation**
  Another reason for understanding your facility is to allow us to provide as much client specific orientation as we can. We provide all our workers with a documented general safety orientation. When we identify a worker who fits your personnel needs, we customize our orientation processes to accurately reflect the work environments at our client sites. We will rely on you to provide site-specific training and join us in documentation.

- **Safety Consultative Service**
  ITSQuest views safety as a value-added benefit that we bring to any staffing relationship. Our aggregated experience partnering with clients in dozens of industries, positions us to provide you with unique insight on safety-related issues. Where we are qualified, we are happy to assist you. Our commitment begins with the initial inspection. We will be happy to share these findings with you and provide any necessary recommendations.

Interesting statistics…

- Weeding out the predators
  Before: 80% show rate on interview
  After: 40% show rate = better candidates

- Number of injuries
  Before: 17 injuries within 48 hours of start
  After: 0 injuries within 48 hours of start
- Number of claims
  Before: 4.8 per 100 employees
  After: .8 per 100

G. Quality Assurance

ITSQuest has a policy that if an employee is not performing to the City's standards and we are notified within the first four hours, no charge is applied. This policy is extended to all our clients.

ITSQuest acknowledges and agrees that should the City wish to hire an individual onto the City payroll who has been filling the temporary position, neither the individual nor the City will be required to pay a placement fee. ITSQuest does not consent to transferring an employee to another staffing company's payroll for any reason.

ITSQuest offices are connected by a computerized network that allows information to be passed uniformly, and in a timely manner. Staff is constantly being trained by our corporate training department on new forms, corporate policy and customer service. ITSQuest will service the City in any department and as you grow. We believe our productivity will allow you more flexibility in making business decisions since staff levels and identification of employees who accept your corporate culture will be provided. Our goal is to provide our clients with confidence that we are working to give real solutions and adapting to their culture and needs.

The company internally audits all payroll and billing cycles on a weekly basis to determine errors and omissions as soon as possible. Our Quality Assurance Program (QAP) is a useful and effective training tool developed internally to ensure the client is receiving correct payroll and billing information.

H. Execution

The corporate culture of ITSQuest is based upon execution. Most staffing companies work with a wide variety of clients and even a broader base of applicants. It is our belief that our company employs a more comprehensive and detailed assessment process analyzing the worthiness of each assigned employee that is placed at your work site. Our company has developed many checks and balances to eliminate undesirable applicants from being employed by ITSQuest, thus being placed on a work site in which they will not perform well.

It is important to select a staffing partner that believes in performing in a manner that benefits all participants in the employment process including the assigned employee as well as the contractor and especially our client. ITSQuest understands the needs and requirements of each of our clients and builds our placement strategy around that criteria.

I. Technology and Confidentiality

All our recruiters possess the highest level of professionalism, and ITSQuest has a technological edge. We have invested in highly sophisticated software for client information, recruiting, onboarding, performance evaluations, employee tracking, payroll, management, etc. We are passionate about keeping our employees' and our clients' information safe and secure; therefore, we have ensured that all sensitive data is kept electronically and that every one of our users has a unique user name, password, and access capability.

No paper is kept. Once documents are scanned into our system, the paper is destroyed by a company that is certified by The National Association for Information Destruction, which ensures all procedures surpass strict security guidelines. Electronic documents are protected and shielded. Access to different classifications of documents is limited to only those individuals responsible for maintaining those particular documents.

6.1.3 Ability to Provide Driver's License Checks

ITSQuest acknowledges and agrees to provide current driver's license checks on employees as needed. A written authorization consent form must be signed by the employee to perform the driver's license check and to release the information to the City. The turnaround time for results on a driver's license check is 12-24 hours.

6.1.4 Worker Replacement

ITSQuest has a policy that if an employee is not performing to the client's standards and we are notified within the first four hours, no charge is applied. This policy is extended to all our clients.

ITSQuest has a four-hour turnaround time for all employees. If an employee notifies ITSQuest of an absence, a replacement employee will be contacted to report to work in the original employee's position within eight hours, at no additional charge to the client. In effort to reduce employees arriving late to work, ITSQuest will conduct arrival calls to assure they are arriving to work as scheduled.

6.1.5 Billing Procedures

ITSQuest acknowledges and agrees that normal payment terms for the City will be Net 30 days. The City understands that unpaid accounts will be considered default after sixty days after an approved invoice is issued. A service charge of 1.5 percent may be accrued on unpaid invoices on a monthly basis. Invoices are generated at the end of our payroll process once the paychecks have been processed. ITSQuest has the capability to submit invoices to the City weekly by department as required.

ITSQuest acknowledges and agrees that should the City wish to hire an individual onto the City's payroll who has been filling the temporary position, neither the individual nor the City will be required to pay a placement fee. Whereas ITSQuest agrees that the City may place an ITSQuest employee on the City's payroll without requiring to pay a placement fee, ITSQuest does not consent to transferring an employee to another staffing company's payroll for any reason.

6.1.6 CDL Random Drug Testing for Temporary Drivers

The Third-Party Administrator or a designated employer representative will notify ITSQuest, Inc. of employees selected for random testing. The ITSQuest staff, the Third-Party Administrator, or the ITSQuest Drug and Alcohol Program Administrator may notify the employees' supervisor of the employees to be tested. It is preferred that the supervisor notifies the employee of testing. However, any of these designated positions (including a supervisor's designee) may instruct the employee to report to the designated collection/testing facility. Notification must be made so that advance notice to the employee is minimized. It is imperative that the person providing the notification stress the importance of the time limit and requirement to report to the facility. Employees will be allowed 30 minutes from notification, plus travel time, to get to the collection facility.

6.1.7 Bonding Information

ITSQuest acknowledges and agrees to have and maintain a $500,000 fidelity crime bond on employees provided to the City in order to protect the City from any loss caused by the workers ITSQuest provides. Should ITSQuest be awarded the contract for Temporary Employment Services, the City will be provided a copy of proof of bonding.

Our insurance agency, Barrow Group, LLC, will facilitate the insurance and/or bonds for ITSQuest. Information for our Broker is listed on your Insurance Requirement Affidavit in the Attachments to this proposal.

6.1.8 Work Restrictions

ITSQuest does not require any work restrictions outside of the described job descriptions provided within the RFP in Exhibit B.

ITSQuest does require effective safety measures be required of all assigned employees and supervisor monitoring during work hours and on the job sites.

ITSQuest will review any alterations or changes from the described job descriptions on a case by case basis. Historically, ITSQuest has worked with the City to accommodate work needs and effectively evaluate safety measures, practices, and equipment.

Best and Final Offer (BAFO) Bill Rate Sheet

Exhibit C

The undersigned hereby offers to furnish and deliver the articles or services as specified herein and in their proposal and proposed service agreement (attached) at the terms stated therein and in strict accordance with the specifications, all of which are made a part of this offer. See exhibit C Part 2 for overtime rates.

Maximum number of days from signing of service agreement to inception: This proposal is valid for ninety (90) days.

TEMPORARY AGENCY **HOURLY** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	18.84	25.24	19.78	26.51	20.77	27.83	21.81	29.22
GIS/CAD Technician	17.09	22.90	17.95	24.05	18.84	25.25	19.78	26.51
End User Support Tech	16.27	21.81	17.09	22.90	17.94	24.04	18.84	25.24
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	11.68	15.21	12.26	15.97	12.87	16.77	13.52	17.60
Administrative Assistant	12.87	16.77	13.52	17.60	14.19	18.48	14.90	19.41
Bookkeeper	14.19	18.49	14.90	19.41	15.65	20.38	16.43	21.40
Call Center Representative	12.87	16.77	13.52	17.60	14.19	18.48	14.90	19.41
Cashier	10.59	13.80	11.12	14.49	11.68	15.21	12.26	15.97
Office Assistant	11.12	14.48	11.67	15.20	12.25	15.96	12.87	16.76
Recreation Service Assistant	8.07	10.51	8.47	11.03	8.89	11.58	9.34	12.16
Temporary Election Worker	11.00	14.33	11.55	15.05	12.13	15.80	12.74	16.59
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	10.59	14.25	11.12	14.96	11.68	15.71	12.26	16.49
Construction & Maint. Worker	11.68	15.70	12.26	16.49	12.87	17.31	13.52	18.18
Custodian	10.59	14.25	11.12	14.96	11.68	15.71	12.26	16.49
Electronics Technician	14.87	20.00	15.61	21.00	16.39	22.05	17.21	23.15
Equipment Operator	12.26	16.48	12.87	17.31	13.51	18.17	14.19	19.08
Grounds Maintenance Worker	11.68	15.70	12.26	16.49	12.87	17.31	13.52	18.18
Heavy Equipment Operator	16.27	21.89	17.09	22.98	17.94	24.13	18.84	25.34
Irrigation Technician	14.19	19.09	14.90	20.04	15.65	21.05	16.43	22.10
Laborer	10.59	14.25	11.12	14.96	11.68	15.71	12.26	16.49
Laborer (Abernathy Landfill)	11.54	15.52	12.12	16.30	12.73	17.12	13.36	17.97
Recycling Attendant	14.19	19.09	14.90	20.04	15.65	21.05	16.43	22.10
Warehouse Maintenance Worker	11.68	15.70	12.26	16.49	12.87	17.31	13.52	18.18
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	18.84	25.34	19.78	26.60	20.77	27.93	21.81	29.33
Registered Nurse	30.12	40.50	31.62	42.53	33.20	44.66	34.86	46.89

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

TEMPORARY AGENCY HOURLY **OVERTIME** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	28.26	37.87	29.67	39.76	31.15	41.75	32.71	43.83
GIS/CAD Technician	25.64	34.35	26.92	36.07	28.26	37.87	29.68	39.77
End User Support Tech	24.41	32.71	25.63	34.35	26.91	36.06	28.26	37.87
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	17.51	22.81	18.39	23.95	19.31	25.15	20.27	26.41
Administrative Assistant	19.31	25.15	20.27	26.41	21.29	27.73	22.35	29.11
Bookkeeper	21.29	27.73	22.35	29.12	23.47	30.57	24.65	32.10
Call Center Representative	19.31	25.15	20.27	26.41	21.29	27.73	22.35	29.11
Cashier	15.89	20.70	16.68	21.73	17.52	22.82	18.39	23.96
Office Assistant	16.67	21.72	17.51	22.80	18.38	23.94	19.30	25.14
Recreation Service Assistant	12.10	15.76	12.70	16.55	13.34	17.37	14.01	18.24
Temporary Election Worker	16.50	21.49	17.33	22.57	18.19	23.70	19.10	24.88
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	15.89	21.37	16.68	22.44	17.52	23.56	18.39	24.74
Construction & Maint. Worker	17.51	23.56	18.39	24.73	19.31	25.97	20.27	27.27
Custodian	15.89	21.37	16.68	22.44	17.52	23.56	18.39	24.74
Electronics Technician	22.30	30.00	23.42	31.49	24.59	33.07	25.82	34.72
Equipment Operator	18.38	24.72	19.30	25.96	20.27	27.26	21.28	28.62
Grounds Maintenance Worker	17.51	23.56	18.39	24.73	19.31	25.97	20.27	27.27
Heavy Equipment Operator	24.41	32.83	25.63	34.47	26.91	36.20	28.26	38.01
Irrigation Technician	21.29	28.63	22.35	30.07	23.47	31.57	24.65	33.15
Laborer	15.89	21.37	16.68	22.44	17.52	23.56	18.39	24.74
Laborer (Abernathy Landfill)	17.31	23.29	18.18	24.45	19.09	25.67	20.04	26.96
Recycling Attendant	21.29	28.63	22.35	30.07	23.47	31.57	24.65	33.15
Warehouse Maintenance Worker	17.51	23.56	18.39	24.73	19.31	25.97	20.27	27.27
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	28.26	38.01	29.67	39.91	31.15	41.90	32.71	44.00
Registered Nurse	45.17	60.76	47.43	63.79	49.80	66.98	52.29	70.33

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

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. 16647 for Temporary Employment Sevices as per RFP 22-16647-MA, by and between the City of Lubbock and ITSQuest, Inc. 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract 16747- Temporary Employment Services RFP 22-16647-MA
August 3, 2022

Contract 16757

City of Lubbock, TX
Temporary Employment Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 23rd day of August ("Effective Date") by and between KT Black Services, LLC (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposal 22-16647-MA Temporary Employment 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 Temporary Employment 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 Consultant 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 – Proposal
4. Exhibit C – Best and Final - Bill Rate Sheet

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, and C attached hereto.

Article 1 Services

1.1 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. This contract shall remain in effect until the expiration date, performance of service ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal 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 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. 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.

1.3 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.

1.4 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.

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. This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.2 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.

2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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 of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR:

Kristi Black
Contractor's Signature

Kristi Black
Printed Name

President KT Black Services LLC
Title

GENERAL REQUIREMENTS

1 BACKGROUND

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from temporary employment agencies (hereinafter called "Agency") for information on the quality and cost of temporary employment services. The City utilizes approximately 25 to 35 clerical and professional temporary workers per year. Each clerical or professional temporary worker requested works from a few days to several months, where the majority of requests are two to six weeks in duration. The City also utilizes approximately 150 to 225 trade's temporary workers per year. The majority of these workers are utilized during the summer months as seasonal workers and work from about the middle of May through the middle of September. A Medical category is included for the Health Department on a contingency basis or as needed.

1.2 The City may select more than two temporary employment agencies, per job family category, to service this contract and will provide personnel requests to the agencies that provide the most prompt and quality placement by category. The City has spent an average of $1.9 million each year over the past four years for temporary employment services. The total appropriation for temporary employment services in FY 2021-20 budget is $1.6 million.

1.3 The City of Lubbock will require the successful temporary employment agencies to conduct a standard background check for all temporary employees placed with the City and provide copies to the designated representative at the City of Lubbock.

1.3.1 Telephone reference checks to ensure education and skills are correct, as presented on an applicant's application.

1.3.2 Conduct criminal history checks, through the Texas Department of Public Safety or State of Current Residence, on all applicants who are being referred for City jobs.

1.3.3 Make every reasonable effort to contact past and present employers to gain information about the work habits of the applicant(s).

1.3.4 The Lubbock Police Department will conduct a more thorough background check on any temporary employee(s) who will be required to work in confidential police work areas or police records.

1.4 The City of Lubbock will require the temporary employment agencies to conduct pre- employment screening for all temporary employees placed with the City and provide documentation that the temporary employees passed to the designated representative at the City of Lubbock prior to placement.

1.4.1 All temporary employees must have a drug screening completed within ten (10) days prior to placement.

1.4.2 Temporary employees in trades' positions will have a physical exam, as needed, completed within thirty (30) days prior to placement, unless they have had one within the last six (6) months.

1.4.3 Temporary employees who drive City vehicles must have a driver's license check completed within one (1) year prior to placement.

1.4.4 Prior to placement at the City, Human Resources will run a check through our internal databases and approve all temporary applicants for placement.

1.5 The City currently uses Microsoft Office Products.

2 GENERAL CONDITIONS

2.1 Agency will quote an hourly wage and bill rate at various levels (**EXHIBIT C**) for each type of temporary worker described in the job descriptions in **EXHIBIT B**, as applicable. These rates will remain effective for one year. Any increases in the second and third year of the contract shall be in accordance with the Consumer Price Index; however, a three to five year price guarantee will be looked on favorably. The rate should encompass any payments to the temporary employee as well as applicable costs for conducting Driver's License Checks, Criminal History Background Checks, Drug/Alcohol Screens, Physicals, etc. Workers compensation coverage will be the responsibility of the agencies.

Agency must notate any difference in mark-up percentage for overtime pay. Overtime is defined as more than 40 hours actually worked in any one week beginning on Saturday and ending on Sunday.

City of Lubbock Retirees, returning to their same position, are an exception to the quoted rates. They can return through a staffing agency at the same hourly rate upon retirement. The hourly wage shall be verified with the designated representative at the City of Lubbock prior to the temporary assignment. The bill rate for these employees shall be at the same percentage or better as all other temporary employees.

The City reserves the right to request a temporary employee for a position that is not included in this contract. The hourly wage shall be verified with the designated representative at the City prior to the temporary assignment. These rates will be at 5% under the City's pay plan but no lower than minimum wage. The bill rate for these temporary employees shall be at the same percentage as all other temporary employees.

2.2 The selected agencies will appoint one person who is an employee of the agency who will service this contract and who will be the liaison between the City and their agency.

2.3 The agencies will be solely responsible for ensuring the workers they provide the City meet all legal requirements to be able to work in the United States and complete the I-9 form accurately and in its entirety.

2.4 The agencies will be able to provide temporary workers within 8 hours of the request and if the City is not contacted and/or provided with a temporary within that time period the City reserves the right to contact another agency for service.

2.5 The agencies will provide workers who possess the necessary skills, knowledge, and ability to perform the jobs into which they are to be placed, as per attached job description.

2.6 The City reserves the right to reject workers provided by the successful agencies, if they are found to be unacceptable before or after starting on the job to which they have been assigned.

2.7 There shall be no obligation on the part of the City to hire any temporary worker it is supplied under the terms of this RFP on a full time basis following the term of the temporary employment.

2.8 Should the City wish to hire an individual who has been filling the temporary position, neither the individual nor the City will be required to pay a placement fee.

2.9 The selected agencies will have and maintain a $500,000 crime bond on the employees it provides to the City to protect the City from any loss caused by the workers it provides.

2.10 The successful agencies are to provide the City with weekly billing by department. Normal payment terms are Net 30. The ability to accept a City purchasing card for payment is preferred.

3 CONTRACT TERM/TERMINATION

3.1 The contract shall be for a term of one year with the option to renew for four additional one year terms, said date of term beginning upon City Council date of formal approval and shall continue without interruption from the executed date, under the same terms and conditions.

3.2 The City reserves the right to terminate the contract in whole or in part, for any reason, by providing a thirty (30) day written notice to the Agency.

4 **INDEMNITY INSURANCE**

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS A PRIMARY ADDITIONAL INSURED AND PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARTICULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR.

4.1 Agency shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Agency specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Agency, or of any subcontractor, or materials man, or anyone acting on behalf of contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employees, but excepting only such injury or harm as may be caused solely by an act or omission of City, its officers and employees. Agency agrees to waive any and all claims and suits covered by this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Agency shall secure and maintain insurance for the duration of the contract. Proof of the Agency's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required.

Commercial General Liability Requirements: $2M occurrence / $4M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Automobile Liability Requirements: $1M/occurrence is needed Professional Liability Requirements: $1M occurrence / $2M aggregate
Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.
Special Insurances Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage

4.3 All policies or certificates shall also contain the following endorsements:

4.3.1 Name insured wording which includes the Agency, Subcontractors, and the City of Lubbock with respect to general liability and automobile liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A:VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least twenty (20) calendar days' notice prior to cancellation or termination of insurance, except in the case of non-payment.

KT | BLACK

Honorable Mayor and City Council
City of Lubbock
1314 Ave. K, Floor 9
Lubbock, TX 79401

June 24, 2022

Re: RFP 22-16647-MA Temporary Employment Services

KT Black Services, LLC was established in 2016 as a general services staffing company appealing to Texas based businesses. The corporate office resides in Amarillo, Texas with multiple offices across the United States including Lubbock, Texas. KT Black Services is a Texas HUB Certified Small Women Owned Business and has a solid history of past successes in performing all contracts with our own W-2 employees.

KT Black Services Vision

- Can we be more honest with our clients about our personnel?
- Can we structure the company in such a way that revolving door positions become careers and provide more stability and better relationships for everyone involved?
- Can we build lasting relationships and meaningful partnerships with our clients?

These are the questions that created KT Black Services. Kristi and Braden Black have been in the staffing business since 2001 and shared a vision to provide the core services of a skilled labor provider with a higher level of service to both clients and staff. President Kristi Black began her career as the Payroll and Invoicing Manager and Executive Vice President Braden Black began his career as the Sales and Recruiting Manager. They both worked with a shareholder group establishing a construction staffing company that appealed to skilled and semi-skilled construction clientele with multiple state and industry exposure.

Six years later, KT Black Services has stayed true to our vision and continually seeks to improve our commitment and execution. We have provided temporary staffing services to over 500 clients nationwide on an as needed basis and pride ourselves on quick response times to staffing requests and for providing quality personnel in a cost-effective manner. With KT Black Services, both businesses and job seekers can experience confidence and satisfaction, knowing they will receive the personal attention and respect they deserve. Time and experience have prepared our executives for the ongoing and frequently changing demands of the staffing industry. Beyond traditional staffing, our placements respond to the demanding schedules of our clients and gear towards completion of temporary assignments.

In October 2017, KT Black Services acquired the Lubbock, Texas based GBoren Services who provided general, event and security staffing services in West Texas for over 50 years. When the GBoren acquisition was finalized, KT Black Services retained the GBoren sales staff to provide clients with staffing service continuity. We are proud of the fact that the same sales staff is still in place today in our Lubbock, Texas branch office.

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Just a few of the many clients for our Lubbock and Amarillo branches are the Cities of Amarillo and Lubbock, Texas Tech University, Lubbock Christian University, West Texas A&M University, United Supermarkets Arena, Amarillo Independent School District, Lubbock Chamber of Commerce and Lubbock County Elections.

KT Black Services is pleased to submit our response to the City of Lubbock, Texas Temporary Employment Services RFP. We understand the services to be provided, have organized our responses per the specified format and have addressed all the components identified in the proposer information.

We sincerely appreciate the opportunity to submit a bid and look forward to providing the City of Lubbock with a solid and long-term working relationship.

Respectfully,

Kristi M Black

Kristi Black, President
KT Black Services, LLC
910 SW 7th Avenue
Amarillo, Texas 79101
Mobile 937-219-9095

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Proposer Information RFP 22-16647 MA Temporary Employment Services

1.0 Describe the testing procedures used to determine skills and physical abilities of workers.

KT Black employees are properly trained for the specific job requirements in accordance with industry standards. Our internal data base has a list of skills tied to each job title. This assessment is performed by the sales and recruiting team for each employee as they are entered into our pool of employees. Additionally, the online employee profile has a section for the employee to identify their skill set, job titles, licenses, credentials, and desired geographic work locations. Each time an employee is assigned to a new client, the sales and recruiting team reassess the employee's qualifications. Employee credential files are kept current and upon request copies of employee licenses and credentials will be provided to the City. KT Black will immediately notify the City should any employee lose their credentials, licensures, or certifications required to perform their assigned job.

2.0 Methodology used to supply qualified personnel after notification of need (criminal history checks through the Texas Department of Public Safety, drug testing, etc.).

Staffing Executive Crystal Dominguez will be the primary point of contact for the City. Resumes for her team are included in the Appendix section on the Bonfire site.

Time and experience have prepared our team for the ongoing and upcoming demands of the job and KT Black acknowledges it can provide temporary workers within 8 hours of the request. Beyond traditional staffing, our placements often respond to the demanding schedules of our clients and gear towards completion of temporary projects or assignments. KT Black ensures commitment of staff through Salesforce cloud-based systems and twenty-four hour, seven days per week, availability. It is our goal to effectively find, screen and provide the most qualified and desirable candidates possible. Our process includes application and resume scrutiny, phone interviews, personal interviews, and client submission. We strictly adhere to all state and federal laws with respect to discrimination in employment and will not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age, or disability. We ensure that all candidates meet federal and local eligibility requirements to work in the United States.

The KT Black tried and true systems we have in place enable us to maintain a solid base of employees. Our 11 branch teams have accumulated thousands of potential employees in the existing database and utilize varied methods of advertising, referrals, and social media platforms to continually add qualified employees to our database. We offer high quality employees at an economical price, due to our elaborate database combined with our knowledgeable teams, to a variety of local governments, businesses, and contractors. We understand the continually changing labor market and the need for geographic location sensitive pay rates. To control the turnover rate, KT Black offers transparency, retention bonuses and new opportunities when an assignment has ended. This strategy is twofold: employees return to similar positions familiar with client

expectations therefore require less training time and clients have more confidence in the skill set and experience base of our employees.

Unique among our competitors, KT Black provides a fast and simple approach to onboarding employees. In just a few simple steps, employees can create their KT Black Employee Profile on a desktop or mobile device by visiting www.KTBlack.com. Once the profile is setup employees can easily: view pay stub information, update payroll preferences, upload identification documents, complete tax information, direct message with our team, contact technical support and so much more. Employees are paid weekly and receive specific benefits such as ACA compliant employee health insurance, one week of paid vacation after completing one year of service, and applicable workers compensation benefits. A direct result of adopting this new HR tool has been increased satisfaction and retention among our temporary staffing pool of employees.

KT Black uses a variety of background check services. A few of the more common entities are the State of Texas Department of Safety, TransUnion TLOxp, SentryLink, Choice Screening and HireRight. Criminal history checks will be conducted on all applicants referred to the City and will be through the Texas Department of Public Safety or the employee's State of Current Residence. The resources, levels of exclusion, and output format are all customized to meet the specific needs of each client. This flexibility appeals to clients such as educational institutions, food service companies, construction contractors, and both the federal and public sectors. Proof of background checks will be provided to the City when the applicant is presented for review

KT Black Services uses a variety of drug testing services. A few of the more common entities are Quest Diagnostics, Concentra, and Prime Medical Testing. The KT Black HR department will work with each employee to identify a drug screen location that is easily accessible from the employee's residential location. KT Black will conduct a ten (10) panel drug testing on all temporary employees within ten (10) days prior to placement. Proof of testing will be provided to the City on the first day of employment. Any candidate who fails the drug screen will not be considered for employment.

Temporary employees in trades' positions will have a physical exam, as needed completed within thirty (30) days prior to placement, unless they have had one within the last six (6) months.

3.0 Ability to provide driver's license checks completed no longer than one year before placement.

A required part of the KT Black employee onboarding process is verification of current status for all employee certifications and licenses which includes driver's and CDL licenses. When employees are assigned to a new client, expiration dates are reviewed, Motor Vehicle Records (MVR) reverified along with any and all other license and certifications.

4.0 Describe procedures to replace workers that do not meet job expectations.

At the beginning of each assignment, we stress to our customers that any concerns they have should promptly be addressed with their KT Black representative so that we can immediately address those concerns. KT Black Acknowledges the City reserves the right to reject workers they find to be unacceptable before or after starting on the job to which they have been assigned.

When the replacement and/or removal of an employee becomes necessary, KT Black will manage the transition in its entirety. Once the City representative notifies the KT Black Point of Contact, our staff will notify the employee immediately. Depending on circumstances, this may be done by phone or in-person. Should the City deem an employee unsuitable within the first four (4) hours of employment, KT Black Services will remove and replace the employee at no additional cost. Additional follow-up will be conducted with both the City and the employee by KT Black to gain a better understanding of the situation, behavior, and impact to the City.

5.0 Describe normal billing procedures, include sample invoice, and state overtime rates. Describe any special billing procedure, particularly markup on overtime rate and any other special circumstance.

KT Black Services will submit electronic invoices to the City on a weekly basis by department. Invoices will include the applicable purchase order number and provide the employee name, hours worked and bill rate. KT Black acknowledges that the normal payment terms for the City are Net 30 and that it can accept a City purchasing card for payment. The Overtimes Rate is the rate sheet hourly rate times 1.5. There are no additional markups or special circumstances.

Should the City wish to hire a temporary employee, neither the individual nor the City will be required to pay a placement fee. Additionally, KT Black acknowledges that that City reserves the right to request a temporary employee for a position that is not included in this contract. The hourly rate shall be verified with the City prior to the assignment and be at 5% under the City's pay plan but no lower than minimum wage. The bill rate shall be at the same percentage as all other temporary employees.

Clients are also encouraged to set up their profile at www.KTBlack.com. The client profile features include direct communication with the client specific staffing team, project details, invoices, the ability to submit employee work hours and pay invoices via ACH or credit card. The portal also provides quick and easy access to KT Black compliance and safety information.

Sample Invoice:

KT BLACK

PHONE	EMAIL	ADDRESS
(877) 475-4553	ar@ktblack.com	KTBlack Corporate Office 900 SW 7th Avenue Amarillo, Texas 79101

The City of Lubbock Temporary Employment Services
1314 Avev K
Lubbock, TX 79401

Customer Id: 134073

Invoice No: 0018389

Date: 06/14/2022

Reference/PO: SAMPLE

INVOICE

Employee	Hours	Rate	Total
6/12/2022 - Employee Full Name - Regular Time	16.00	$0.00	$0.00

Remit Payment To:
Prestar, LLC
910 SW 7th Avenue
Amarillo, TX 79101

Sales Tax

Total Invoice: $0.00

Terms: 0 Days from Date of Invoice

This account receivable has been assigned to and is owned by or subject to security interest of Prestar and is payable only in United States Dollars. All payments shall be made to Prestar, LLC and sent to 910 SW 7th Avenue, Amarillo, TX 79101.

KT | BLACK

6.0 Describe CDL random drug testing for temporary drivers.

KT Black will perform random drug testing on a quarterly basis and Staffing Executive Crystal Dominguez will select and notify the employees. Should the City prefer a different frequency or their own selection of employees, KT Black will accommodate said request. Temporary employees will have no more than 60 minutes to arrive at the designated testing location. The City will be notified of all results.

7.0 Describe bonding information (agency, capacities, etc.).

KT Black has an established working relationship with B Black Agency in Amarillo, Texas to provide any and all required Payment and Performance bonds. The cost of any bonds will be the sole responsibility of KT Black who acknowledges that it will have and maintain a $500,000 crime bond on the employees it provides to the City to protect the City from any loss caused by the workers it provides.

8.0 Describe any work restrictions (below ground, above ground, lifting of weight, number of consecutive hours worked, driving/equipment, etc.).

KT Black does not have any work restrictions for the job descriptions listed in Exhibit B Temporary Worker Qualifications. KT Black personnel are covered by both workers compensation and general liability policies and coverage that meets or exceeds the requirements. KT Black is a member of a workers compensation captive program that covers risks associated with temporary staffing. Our safety record is top notch and we have been awarded numerous safety awards within our captive. Workers compensation is underwritten by Zurich American Insurance Company and general liability by Philadelphia Insurance Companies. All covered claims for accidents or personnel injuries involving our employees while on assignment will be handled professionally and promptly by the KT Black Risk Management Team. Drug and alcohol tests will be administered on all personnel involved in any incident according to our Safety Policy's post-accident procedures checklist.

9.0 Proposal Submittal Form Rate Sheet Exhibit C Part 1 and Part2.

The Rate Sheets were provided in the Required Documents section on the Bonfire site.

10.0 Five (5) customer references, including name of customer, telephone number, and individual to contact Exhibit D

The References were provided in the Required Documents section on the Bonfire site.

Proposal Submittal Form
Rate Sheet EXHIBIT C Part

The undersigned hereby offers to furnish and deliver the articles or services as specified herein and in their proposal and proposed service agreement (attached) at the terms stated therein and in strict accordance with the specifications, all of which are made a part of this offer. See exhibit C Part 2 for overtime rates.

Maximum number of days from signing of service agreement to inception: This proposal is valid for ninety (90) days.

TEMPORARY AGENCY **HOURLY** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	20.00	27.00	21.00	28.35	21.75	29.36	22.50	30.38
GIS/CAD Technician	16.00	21.60	17.00	22.95	18.75	25.31	20.00	27.00
End User Support Tech	16.00	21.60	17.00	22.95	18.75	25.31	20.00	27.00
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	11.00	14.85	11.25	15.19	11.50	15.53	11.75	15.86
Administrative Assistant	12.00	16.85	12.50	17.50	13.00	18.20	13.50	18.90
Bookkeeper	13.00	17.55	13.50	18.23	14.00	18.90	14.50	19.58
Call Center Representative	11.00	14.85	11.25	15.19	11.50	15.53	11.75	15.86
Cashier	10.00	13.50	10.25	13.84	10.50	14.18	11.00	14.85
Office Assistant	10.00	13.50	10.50	14.18	11.00	14.85	11.50	15.53
Recreation Service Assistant	9.00	12.85	9.25	13.23	9.50	13.59	9.75	13.94
Temporary Election Worker	11.00	14.30	12.00	15.60	13.00	16.90	14.00	18.20
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	11.00	16.39	12.00	17.88	13.00	19.37	14.00	20.86
Construction & Maint. Worker	11.00	16.39	12.00	17.88	13.00	19.37	14.00	20.86
Custodian	9.50	13.59	10.00	14.30	10.50	15.02	11.00	15.73
Electronics Technician	12.50	19.13	13.00	19.89	14.00	21.42	15.00	22.95
Equipment Operator	12.50	19.13	13.00	19.89	14.00	21.42	15.00	22.95
Grounds Maintenance Worker	10.50	15.65	11.00	16.39	12.00	17.88	12.50	18.63
Heavy Equipment Operator	15.00	22.19	16.00	23.68	17.00	25.16	18.00	26.64
Irrigation Technician	14.00	20.85	14.50	21.61	15.00	22.35	15.50	23.10
Laborer	10.00	14.95	10.50	15.75	11.00	16.50	11.50	17.25
Laborer (Abernathy Landfill)	10.00	14.95	10.50	15.75	11.00	16.50	11.50	17.25
Recycling Attendant	10.00	14.95	10.50	15.75	11.00	16.50	11.50	17.25
Warehouse Maintenance Worker	10.00	14.95	10.50	15.75	11.00	16.50	11.50	17.25
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	26.00	37.44	27.00	38.88	28.00	40.32	29.00	41.76
Registered Nurse	35.00	50.40	36.00	51.84	37.00	53.28	39.00	56.16

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

BEST and FINAL OFFER from KT Black Services

TEMPORARY AGENCY HOURLY **OVERTIME** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	30.00	40.50	31.50	42.53	32.63	44.05	33.75	45.59
GIS/CAD Technician	24.00	32.40	25.50	34.43	28.13	37.98	30.00	40.50
End User Support Tech	24.00	32.40	25.50	34.43	28.13	37.98	30.00	40.50
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	16.50	22.28	16.88	22.79	17.25	23.29	17.63	23.80
Administrative Assistant	18.00	25.20	18.75	13.39	19.50	27.30	20.25	28.35
Bookkeeper	19.50	26.33	20.25	27.34	21.00	28.35	21.75	29.36
Call Center Representative	16.50	22.28	16.88	22.79	17.25	23.29	17.63	23.80
Cashier	15.00	20.25	15.38	20.76	15.75	21.26	16.50	22.28
Office Assistant	15.00	20.25	15.75	21.26	16.50	22.28	17.25	23.29
Recreation Service Assistant	13.50	19.31	13.88	19.85	14.25	20.38	14.63	20.92
Temporary Election Worker	16.50	21.45	18.00	23.40	19.50	25.35	21.00	27.30
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	16.50	24.59	16.88	25.15	17.25	25.70	17.63	26.27
Construction & Maint. Worker	16.50	24.59	16.88	25.15	17.25	25.70	17.63	26.27
Custodian	14.25	20.38	15.00	21.45	15.75	22.52	16.50	23.60
Electronics Technician	18.75	28.69	19.50	29.84	21.00	32.13	22.50	34.43
Equipment Operator	18.75	28.69	19.50	29.84	21.00	32.13	22.50	34.43
Grounds Maintenance Worker	15.75	23.47	16.50	24.59	18.00	26.82	18.75	27.94
Heavy Equipment Operator	22.50	33.30	24.00	35.52	25.50	37.74	27.00	39.96
Irrigation Technician	21.00	31.29	21.75	32.41	22.50	33.53	23.25	34.64
Laborer	15.00	22.50	15.75	23.63	16.50	24.75	17.25	25.88
Laborer (Abernathy Landfill)	15.00	22.50	15.75	23.63	16.50	24.75	17.25	25.88
Recycling Attendant	15.00	22.50	15.75	23.63	16.50	24.75	17.25	25.88
Warehouse Maintenance Worker	15.00	22.50	15.75	23.63	16.50	24.75	17.25	25.88
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	39.00	56.16	40.50	58.32	42.00	60.48	43.50	62.64
Registered Nurse	52.50	75.60	54.00	77.76	55.50	79.92	58.50	84.24

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

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. 16757 for Temporary Employment Sevices as per RFP 22-16647-MA, by and between the City of Lubbock and KT Black 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract 16757- Temporary Employment Services RFP 22-16647-MA
August 3, 2022

Contract 16758

City of Lubbock, TX
Temporary Employment Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 23rd day of August ("Effective Date") by and between Texas Premier Staffing Source, Inc. (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposal 22-16647-MA Temporary Employment 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 Temporary Employment 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 Consultant 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 – Proposal
4. Exhibit C – Best and Final - Bill Rate Sheet

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, and C attached hereto.

Article 1 Services

1.1 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. This contract shall remain in effect until the expiration date, performance of service ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal 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 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. 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.

1.3 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.

1.4 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.

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. This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.2 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.

2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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 of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Clifton Beck, Director of Human Resources

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR:

Contractor's Signature

Myrna L. Cooks
Printed Name

President & CEO
Title

Exhibit A

GENERAL REQUIREMENTS

1 BACKGROUND

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from temporary employment agencies (hereinafter called "Agency") for information on the quality and cost of temporary employment services. The City utilizes approximately 25 to 35 clerical and professional temporary workers per year. Each clerical or professional temporary worker requested works from a few days to several months, where the majority of requests are two to six weeks in duration. The City also utilizes approximately 150 to 225 trade's temporary workers per year. The majority of these workers are utilized during the summer months as seasonal workers and work from about the middle of May through the middle of September. A Medical category is included for the Health Department on a contingency basis or as needed.

1.2 The City may select more than two temporary employment agencies, per job family category, to service this contract and will provide personnel requests to the agencies that provide the most prompt and quality placement by category. The City has spent an average of $1.9 million each year over the past four years for temporary employment services. The total appropriation for temporary employment services in FY 2021-20 budget is $1.6 million.

1.3 The City of Lubbock will require the successful temporary employment agencies to conduct a standard background check for all temporary employees placed with the City and provide copies to the designated representative at the City of Lubbock.

1.3.1 Telephone reference checks to ensure education and skills are correct, as presented on an applicant's application.

1.3.2 Conduct criminal history checks, through the Texas Department of Public Safety or State of Current Residence, on <u>all</u> applicants who are being referred for City jobs.

1.3.3 Make every reasonable effort to contact past and present employers to gain information about the work habits of the applicant(s).

1.3.4 The Lubbock Police Department will conduct a more thorough background check on any temporary employee(s) who will be required to work in confidential police work areas or police records.

1.4 The City of Lubbock will require the temporary employment agencies to conduct pre- employment screening for <u>all</u> temporary employees placed with the City and provide documentation that the temporary employees passed to the designated representative at the City of Lubbock prior to placement.

1.4.1 All temporary employees <u>must</u> have a drug screening completed within ten (10) days prior to placement.

1.4.2 Temporary employees in trades' positions will have a physical exam, as needed, completed within thirty (30) days prior to placement, unless they have had one within the last six (6) months.

1.4.3 Temporary employees who drive City vehicles <u>must</u> have a driver's license check completed within one (1) year prior to placement.

1.4.4 Prior to placement at the City, Human Resources will run a check through our internal databases and approve all temporary applicants for placement.

1.5 The City currently uses Microsoft Office Products.

2 GENERAL CONDITIONS

2.1 Agency will quote an hourly wage and bill rate at various levels (**EXHIBIT C**) for each type of temporary worker described in the job descriptions in **EXHIBIT B**, as applicable. These rates will remain effective for one year. Any increases in the second and third year of the contract shall be in accordance with the Consumer Price Index; however, a three to five year price guarantee will be looked on favorably. The rate should encompass any payments to the temporary employee as well as applicable costs for conducting Driver's License Checks, Criminal History Background Checks, Drug/Alcohol Screens, Physicals, etc. Workers compensation coverage will be the responsibility of the agencies.

Agency must notate any difference in mark-up percentage for overtime pay. Overtime is defined as more than 40 hours actually worked in any one week beginning on Saturday and ending on Sunday.

City of Lubbock Retirees, returning to their same position, are an exception to the quoted rates. They can return through a staffing agency at the same hourly rate upon retirement. The hourly wage shall be verified with the designated representative at the City of Lubbock prior to the temporary assignment. The bill rate for these employees shall be at the same percentage or better as all other temporary employees.

The City reserves the right to request a temporary employee for a position that is not included in this contract. The hourly wage shall be verified with the designated representative at the City prior to the temporary assignment. These rates will be at 5% under the City's pay plan but no lower than minimum wage. The bill rate for these temporary employees shall be at the same percentage as all other temporary employees.

2.2 The selected agencies will appoint one person who is an employee of the agency who will service this contract and who will be the liaison between the City and their agency.

2.3 The agencies will be solely responsible for ensuring the workers they provide the City meet all legal requirements to be able to work in the United States and complete the I-9 form accurately and in its entirety.

2.4 The agencies will be able to provide temporary workers within 8 hours of the request and if the City is not contacted and/or provided with a temporary within that time period the City reserves the right to contact another agency for service.

2.5 The agencies will provide workers who possess the necessary skills, knowledge, and ability to perform the jobs into which they are to be placed, as per attached job description.

2.6 The City reserves the right to reject workers provided by the successful agencies, if they are found to be unacceptable before or after starting on the job to which they have been assigned.

2.7 There shall be no obligation on the part of the City to hire any temporary worker it is supplied under the terms of this RFP on a full time basis following the term of the temporary employment.

2.8 Should the City wish to hire an individual who has been filling the temporary position, neither the individual nor the City will be required to pay a placement fee.

2.9 The selected agencies will have and maintain a $500,000 crime bond on the employees it provides to the City to protect the City from any loss caused by the workers it provides.

2.10 The successful agencies are to provide the City with weekly billing by department. Normal payment terms are Net 30. The ability to accept a City purchasing card for payment is preferred.

3 CONTRACT TERM/TERMINATION

3.1 The contract shall be for a term of one year with the option to renew for four additional one year terms, said date of term beginning upon City Council date of formal approval and shall continue without interruption from the executed date, under the same terms and conditions.

3.2 The City reserves the right to terminate the contract in whole or in part, for any reason, by providing a thirty (30) day written notice to the Agency.

4 **INDEMNITY INSURANCE**

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS A PRIMARY ADDITIONAL INSURED AND PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARTICULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR.

4.1 Agency shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Agency specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Agency, or of any subcontractor, or materials man, or anyone acting on behalf of contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employees, but excepting only such injury or harm as may be caused solely by an act or omission of City, its officers and employees. Agency agrees to waive any and all claims and suits covered by this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Agency shall secure and maintain insurance for the duration of the contract. Proof of the Agency's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required.

Commercial General Liability Requirements: $2M occurrence / $4M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Automobile Liability Requirements: $1M/occurrence is needed Professional Liability Requirements: $1M occurrence / $2M aggregate
Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.
Special Insurances Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage

4.3 All policies or certificates shall also contain the following endorsements:

4.3.1 Name insured wording which includes the Agency, Subcontractors, and the City of Lubbock with respect to general liability and automobile liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A:VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least twenty (20) calendar days' notice prior to cancellation or termination of insurance, except in the case of non-payment.

Texas Premier Staffing Source, Inc.
4640 Forbes Blvd., Suite 200A, Lanham, MD 20706
301-306-0774
Fax: 301-306-0775
Web Address: www.premierstaffingsource.com

June 23, 2022

Honorable Mayor of the City of Lubbock and
City Council
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

Re: RFP 22-16647-MA and Addendums 1 - 3 of the RFP, Temporary Employment Services

Dear Mayor and Council Members:

Texas Premier Staffing Source, Inc. (PSS, Inc.) is pleased to offer its solution to the City of Lubbock's (City) need for temporary employment services under the above-referenced RFP. The company has a track record of over 21 years in providing similar services and is pleased to offer its solution under the attached proposal. For five (5) years, PSS, Inc. has delivered services to the City under the incumbent contract. The company has the infrastructure, personnel resources, experience, and knowledge to successfully meet the requirements of this RFP.

PSS, Inc.'s service solution to the City's staffing needs ensures the placement of qualified, pre-screened employees who meet the requirements of each task request. PSS, Inc. assigns a dedicated customer service team (CST) to each project which is led by a seasoned Account Manager who is the City's liaison. PSS, Inc.'s approach includes identifying a dedicated pool of PSS, Inc. Associates for the City. As a matter of practice, PSS, Inc. requires eligible Associates selected for this exclusive pool to successfully satisfy all testing, screening, and background checks to qualify. This includes drug screening, telephone reference checks, and criminal history checks. The past year has proven challenging with respect to the recruitment of talent. PSS, Inc., to bring a viable solution to the City, has increased its recruiting sources, added recruitment support, and redoubled its efforts to increase the database for the City.

Please note this proposal is predicated upon all terms and conditions of the subject RFP 22-16647-MA of the RFP and will enter into a contract containing such terms and conditions if selected as the consultant. Myrna Cooks is the only individual authorized to negotiate services and costs with the City and the only individual to bind PSS, Inc. to a contract. I am located at 4640 Forbes Boulevard, Suite 200A, Lanham, MD 20706 and may be reached at 301-306-0774, fax number 1-866-723-1338, or email mcooks@premierstaffingsource.com.

Sincerely,

Myrna Cooks
President/CEO

6.1.1 ***Describe the testing procedures used to determine skills and physical abilities of workers.***

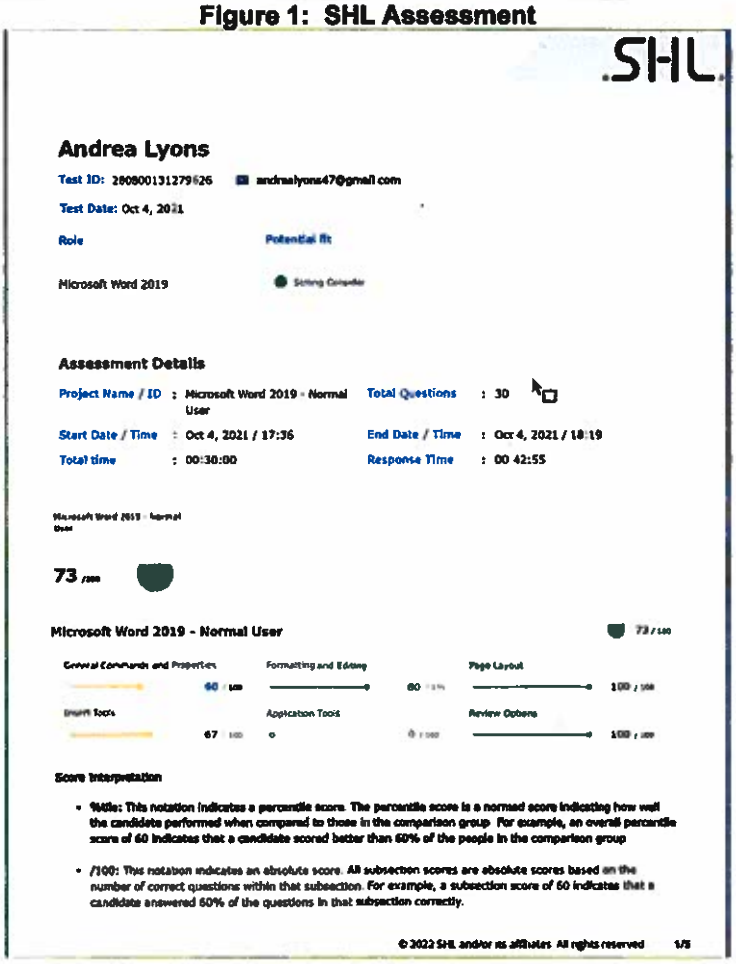
As part of PSS, Inc.'s five-point recruitment, selection, and placement process, PSS verifies the skills and qualifications of candidates for employment in two or more ways: work references, skills assessment, and educational verification. PSS has partnered with SHL Aspiring Minds to provide pre-hire testing of PSS, Inc.'s candidates. Testing is conducted in an online proctored environment to ensure the security and reliability of each test. SHL Aspiring Minds' assessments measure knowledge, skill, aptitude, and attitude. SHL Aspiring Minds uses adaptive testing to ensure each candidate is offered a test that adapts to their level of proficiency. The tool dynamically selects the question and difficulty level under an adaptive testing model, based on the test taker's responses. This combined nine (9) points of difficulty inherent in each test allow the application to accurately identify the most appropriate question within the sub-skills of the assessment. This model provides a more tailored and thorough assessment. The sub-skills within each test are independently analyzed, which allows PSS, Inc.'s Recruiters to use the results to determine the skills level of the candidate and make the best job order match using the results more accurately. PSS, Inc. has found this to be the most accurate and detailed way to identify a candidate's strengths, weaknesses, or proficiencies.

Currently, SHL Aspiring Minds offers assessments in the following areas:

- Information Technology
- Accounting
- Basic Computer Skills
- Medical and Healthcare
- Administrative
- Call Center
- Enterprise Resource Planning
- MS Office
- Attitude/Aptitude

Using the results of a candidate's assessment, (See Figure 1) PSS, Inc.'s Recruiters can decide whether the candidate should be considered for the assignment.

Figure 1: SHL Assessment



SHL

Andrea Lyons

Test ID: 280800131279626 andrealyons47@gmail.com

Test Date: Oct 4, 2021

Role | Potential fit

Microsoft Word 2019 | Strong Candidate

Assessment Details

Project Name / ID : Microsoft Word 2019 - Normal User | Total Questions : 30

Start Date / Time : Oct 4, 2021 / 17:36 | End Date / Time : Oct 4, 2021 / 18:19

Total time : 00:30:00 | Response Time : 00 42:55

73 /100

Microsoft Word 2019 - Normal User 73 / 100

General Commands and Properties 60 / 100 | Formatting and Editing 80 / 100 | Page Layout 100 / 100

Insert Tools 67 / 100 | Application Tools 0 / 100 | Review Options 100 / 100

Score Interpretation

- %tile: This notation indicates a percentile score. The percentile score is a normed score indicating how well the candidate performed when compared to those in the comparison group. For example, an overall percentile score of 60 indicates that a candidate scored better than 60% of the people in the comparison group
- /100: This notation indicates an absolute score. All subsection scores are absolute scores based on the number of correct questions within that subsection. For example, a subsection score of 60 indicates that a candidate answered 60% of the questions in that subsection correctly.

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PSS, Inc. can combine assessments and tailor them to create a customized assessment for customers. PSS can select the right candidate for each task order using these assessments and PSS, Inc.'s reference checks, background screening, and interview process.

When necessary, the company requires the candidate to submit to a physical examination to determine their fitness for certain assignments.
For trade positions, PSS, Inc. requires a copy of a physical examination that is completed within thirty (30) days prior to the placement date or an exam that was previously conducted within six (6) months of the placement date.

6.1.2 Methodology used to supply qualified personnel after notification of need (criminal history checks through the Texas Department of Public Safety, drug testing, etc.).

Once PSS, Inc. receives a request from the City's designated representative, the assigned Account Manager reviews the order. Any questions regarding the order are addressed with the ordering individual. The assigned Recruiter searches PSS, Inc.'s applicant database using the skills, experience, and other job requirements to determine the best Associate for the order. The Associate's qualifications and background are presented to the City's designated representative for approval and placement. With highly technical or special skill task order requests, the company's goal is to submit a minimum of two Associates for consideration. PSS, Inc. ensures all task orders are processed within the required timeframe by the City's designated representatives.

PSS, Inc. employs a tailored recruiting approach to meet the recruitment requirements of its customers. PSS, Inc.'s approach is designed to attract and retain key staff to ensure that customers experience little disruption to their operations due to staff turnover. Under this effort, PSS, Inc.'s approach to recruiting candidates is comprised of six key elements:

- Development of a tailored staffing plan based focused on proactive recruitment using historical data, trends, and customer input,
- Assignment of dedicated recruiters tasked to ascertain the personnel resource needs of each ordering department,
- Development of a database of personnel, with the requisite qualifications and experience to meet the needs of each ordering department,
- Utilization of incentives such as salary, bonus, and fringe benefits to attract and retain qualified personnel,
- Utilization of several recruiting sources, including referrals, job boards, media advertisements, job fairs, subcontractor assistance, and trade journals to attract the personnel with the appropriate skills and experience to successfully fulfill task order requirements, and
- Training, assessment, and development programs to appropriately place the correct Associate with the correct assignment and ensure skill development.

PSS, Inc. utilizes an HRIS specific to the staffing industry, which supports the company's aggressive recruiting approach. PSS, Inc.'s recruiting approach is based on an ability to compete for the best candidates using technology and tools attractive to candidates in the industry. PSS, Inc.'s HRIS application, Bullhorn, includes an applicant portal that allows PSS, Inc.'s candidates to apply online and manage their application process in an efficient and expeditious manner. Candidates can complete their application, submit their resume and appropriate certifications, as well as complete the required assessment testing through the portal. Once an application posts, a notification is immediately sent.

PSS, Inc. has the ability and proven experience to fill requests as required under this RFP. PSS, Inc.'s specific process for placing candidates is based on our registered trademarked process *IQR®*. This process comprises three key components:

- Identification of the critical assignment components,
- Qualification of all relevant tasks, and quantifying the length of the assignment, number of Associates required and specific technical skills necessary and
- Resolution of the assignment through completion.

PSS, Inc. employs the following five-step matching process which is intrinsic to PSS, Inc.'s recruiting and hiring program and ensures that gap assessments are initiated and evaluated at each step. This ensures each candidate has been fully screened. These steps include:

- **Pre-screen** - PSS, Inc.'s Recruiters begin the dialogue with a pre-screening of the applicant over the telephone. This is an in-depth screening to solicit experience, technical skills, and work preference.

- **Interview** – PSS, Inc. utilizes the interview process to close the gaps and to begin the assessment of the skills, integrity, and work ethics of the candidate.

- **Skills Assessment** - PSS, Inc.'s skills assessments are based on the qualifications and profession of the individuals. They include writing samples and an evaluation of technical skills. In addition, PSS, Inc. employs computer-based testing for some skills and others are assessed by PSS, Inc.'s technical staff. As this is a critical component of PSS, Inc.'s selection criteria, the bulk of a candidate's interview is spent in this area.

- **Reference and Background Checks** - All successful candidates are thoroughly reference checked before joining PSS, Inc.'s firm. PSS, Inc.'s policy is to secure a minimum of two (2) business references. The company uses National Background Investigations, Inc. (NBI) and HireRight to conduct employment background screening which includes employment verification and criminal checks. Additional background checks such as credit, sexual offender registry, and motor vehicle records checks are performed upon request. These checks are also conducted by NBI and HireRight on PSS, Inc.'s behalf. For this contract, PSS, Inc. will utilize HireRight. As required by the City, PSS, Inc. incorporates a criminal history check through the Texas Department of Public Safety. See Figure 2—NBI Applicant Release and Authorization Form below as well as Attachment 1—Sample HireRight Consent Form, and Attachment 2—PSS, Inc. Consent to Background Check Form.

Figure 2—Applicant Release and Authorization Form

NATIONAL BACKGROUND INVESTIGATIONS, INC.
P.O. Box 966, Stevensville, MD 21666 PHONE:
410-604-2430, FAX: 410-604-2496

APPLICANT RELEASE AND AUTHORIZATION FORM-GW

I hereby authorize **INTEGRATED MANAGEMENT RESOURCES GROUP** or authorized representatives of the company bearing this release to obtain and release any information pertaining to my background, including any of the services noted below, for employment purposes or volunteer status. I hereby fully release and discharge my prospective employer or other source providing information from all claims and damages arising out of or relating to any investigation of my background for said purposes. **PLEASE PROVIDE MINIMUM 7 YEARS RESIDENTIAL HISTORY.**

Name: _____ Alias/Other: _____

(First, Middle, Last -Print Clearly) Date of Birth: _____ Social Sec. No.: _____ Driver's Lic. No.: _____

State _____ Zip Code _____ Signature: _____

(1) Current Addr: _____ City/State: _____
County: _____ Dates/From: _____ To: _____

(2) Previous Addr: _____ City/State: _____
County: _____ Dates/From: _____ To: _____

(3) Previous Addr: _____ City/State: _____
County: _____ Dates/From: _____ To: _____
Witnessed by: _____ Date: _____

IMPORTANT: FOR CLIENT USE ONLY -Mark an "X" for any of the following:

Would you like NBI to also check Alias/Other name given?: Yes _____ No _____ (Be advised there is an additional charge per alias name)

CRIMINAL HISTORY RECORD SEARCH:

(1) Current Address _____ (2) Previous Address _____ (3) Previous Address _____

Social Sec Number Trace _____ Federal Criminal _____ MVR Driving Record _____ Credit Profile _____ Sexual Offender Registry: List States: _____ Maryland (Statewide) _____ MD Traffic Court _____ MD Wants/Warrants _____ MD Reg&Tag _____ Statewide Criminal Search ____ Delaware: ____ Florida ____ Georgia ____ Kentucky ____ New Jersey ____ New York ____ North Carolina ____ Pennsylvania ____ South Carolina ____ Verifications (specify # of items) Education _____ Prof. License _____ Employment _____ Federal Civil _____ Civil Judgment: Upper Court _____ Lower Court _____ Workers Comp _____ Federal Tax Lien Search _____ State Tax Lien _____ Bankruptcy Search _____ Other _____

Rev 01/1999

- **Drug Screening** – Many of PSS, Inc.'s contracts require drug screening. To ensure strict compliance, PSS, Inc. has documented procedures to ensure each employee understands this requirement and the ramifications of failing a drug screen. PSS, Inc. is contracted with AMC, a national drug screening service provider. AMC standard contract requirements for PSS, Inc. include a ***9-panel drug*** screen to identify any detection of Cocaine (COC), Amphetamine (AMP), Tetrahydrocannabinol (THC), Methadone (MTD), Opiates (OPI), Phencyclidine (PCP), Barbiturates (BAR), Benzodiazepines (BZD) and Propoxyphene. Before placement under these contracts, employees under certain job specifications have successfully completed this screening.

Figure 3—LabCorp Collection Authorization Form

LabCorp

Donor: Please present this authorization form to the collection site upon arrival.

LABCORP WEB COC
COLLECTION AUTHORIZATION FORM

ATTN COLLECTOR: This donor is not pre-registered.
Please use the information below to create a registration using Web COC.

LabCorp Account #: 253243

Premier Staffing Source, Inc.
4640 Forbes Blvd. Ste 200A
Lanham, MD 20706

Test to be performed at lab: ☒ - 9 Panel (Profile 3)

Reason:
- ☒ Pre-Employment
- ☐ Random
- ☐ Reasonable Cause
- ☐ Post-Accident

LabCorp PSC Site Location

LabCorp

Hours: M - F 8:00A-5:00P DRUG SCREENS 8:00A-12:30P 2:00P-4:30P LUNCH 1:00P-2:00P

COLLECTOR:
For Technical assistance, please contact OTSTechSupport@labcorp.com
800-833-3984 Ext. 5380
If you have any other questions, please contact AMC Drug Testing Customer Service: 1-800-339-9993 X201 M-F 8:00 am-5pm CST

If an assigned worker is suspected of using alcohol while on assignment or is suspected of being intoxicated, they are immediately removed from the job site amnd asked to report to the nearest LabCorp fo testing. The employee must eport to LabCorp within the hour of the request. If they test positive, they are removed from the assignment.

The above process is designed to culminate in a five-point matching plan to screen and select the best candidate for the position. The critical components of which are experience, skills, demeanor, and professionalism. The City is assured each assigned Associate has been through an extensive review process by PSS, Inc. This directly contributes to the high quality of PSS, Inc.'s contingent personnel. PSS, Inc. screening does not stop with the hiring of an individual. Each Associate's skill sets are routinely reviewed throughout his or her tenure with PSS, Inc. to ensure skill levels remain current. PSS, Inc. primarily employs professional individuals. Many of the skills sought require specialized testing to ensure levels of education and experience are resident with an applicant. These include online and CD-based software programs that provide advanced technical testing options.

As a best practice, PSS, Inc. maintains an ongoing recruitment program for PSS, Inc.'s contracts. The company developed project-specific databases in PSS, Inc.'s HRIS, Bullhorn, based on the contract's labor category and skill requirements. This practice has served PSS, Inc. well in dynamic, task order environments such as PSS, Inc.'s contracts with the University of Illinois at Chicago, Commonwealth of Virginia, Employee Trust Funds, Texas Health and Human Services, State of Delaware, Prince Georges County Maryland, County of Baltimore, City of Tallahassee, Metropolitan Washington Airports Authority, and the state of Missouri.

PSS, Inc. maintains a database in Bullhorn of over 57,000 individuals with whom PSS, Inc.'s recruiting team maintains regular contact to ensure that PSS, Inc.'s candidate source remains current. Bullhorn allows the selection of candidates based on keyword searches. This assists the Recruiters with identifying candidates with the exact skill match required and reduces the turn-around time when filling positions. PSS, Inc. has the management resources, experience, and track record to partner with the City on this effort effectively.

6.1.3 Ability to provide driver's license checks completed no longer than one year before placement.

PSS, Inc. conducts driver's license checks on all staff that are required to drive as a part of their assigned duties. PSS, Inc. conducts a check with the Department of Motor Vehicles prior to placement on an assignment to ensure the candidate has a valid driving license and to ensure all information provided by the candidate matches the information noted on the license. The driver's license record of an Associate is checked annually by PSS, Inc. to ensure the Associate's license remains valid.

6.1.4 Describe procedures to replace workers that do not meet job expectations.

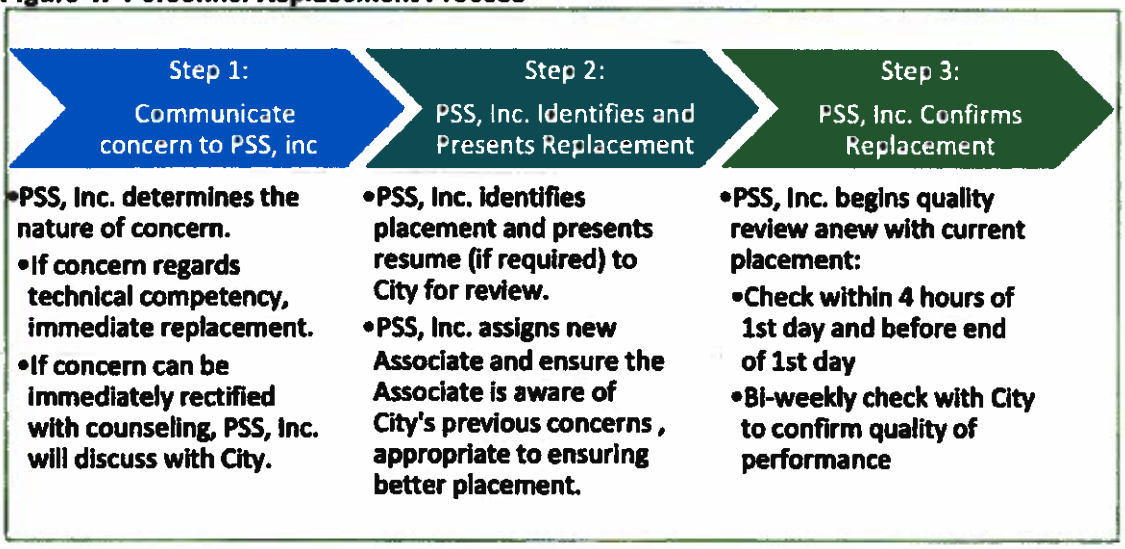
PSS, Inc. is committed to making certain each employee placed with the City meets the requirements of the position, and the individual represents himself/herself and the company in a professional manner. PSS, Inc. contacts the end-user within four (4) hours of the start of each assignment. In addition, the Account Manager makes routine performance checks with the end-user to ensure performance remains high. However, if at any time the City is dissatisfied with an employee immediate notification is requested by PSS, Inc. With respect to timing, the company's preference is to receive feedback during the first day of the assignment. To this end, PSS, Inc. assigned Account Manager or other members of the Customer Service Team, contacts the end-user to confirm the assigned Associate's skills are at expected levels at the end of the first day. PSS, Inc. encourages end users to make certain they assess assignments given to the Associate during the first day to determine whether the Associate's skills and proficiency are as requested.

PSS, Inc. offers the industry standard of a four (4) guarantee on any placement. If, during the company's four-hour service check during the first day of the assignment, the City is not satisfied with the Associate, the City will not be charged. PSS, Inc. identifies and submits a replacement Associate. PSS, Inc.'s service guarantee is not limited to the first four hours. If the City is not satisfied with the assigned Associate at any time, PSS, Inc. determines the nature of the concern and acts appropriately. For example, during the assignment concerns may arise regarding the Associate. The Associate is encouraged to immediately resolve the matter with counseling from the Account Manager. If, the concern involves technical skills or work ethic issues, PSS, Inc. immediately removes the individual and presents a replacement. All communication with PSS, Inc. personnel regarding performance is done by the Account Manager or the Associate's assigned Recruiting Manager. The company takes its roles as the employer seriously and never its customers in performance matters.

PSS, Inc. Associates are recognized and rewarded for excellent performance. Through the company's reward and recognition program, PTP™ (Performance Through Partnership), Associates receive monetary, and other recognition for bringing value to the client relationship through their performance and input. Associates also receive recognition for attendance, punctuality, and the receipt of excellent customer feedback. The goal of PTP™ is to effectively involve its personnel in the quality of its service delivery. The company also views the assigned Associate as a customer. As such PSS, Inc. strives to match Associate skills, personal preferences, and experience to a job order. It has been the company's experience that the better the match, the higher level of satisfaction from both the customer and the Associate.

Figure 4 outlines PSS, Inc.'s replacement personnel process:

Figure 4: Personnel Replacement Process



6.1.5 Describe normal billing procedures and include a sample invoice.

PSS, Inc.'s billings and payroll processes adapt to meet the City's specifications and produce documentation of payments to support billing, tax, W-2, and deduction purposes. PSS, Inc. proposes to utilize the electronic timekeeping system, ***TimeSheets.com*** (see Figure 5) for staff with internet access. The company also uses manual timesheets (see Figure 6) for all other staff. Clients and PSS, Inc. can remotely monitor (via their web browser) all arrivals and departures and approve time for assigned staff regardless of location.

PSS, Inc.'s Senior Accountants download file interfaces; review time reports/authorizations and timesheets; process and distribute weekly payroll checks; and prepare weekly or monthly billings and reports that accurately reconcile to approved timesheets. All electronic timesheets are imported into the PSS, Inc. accounting system, QuickBooks, and reviewed for data transfer integrity. Manual timesheets are reviewed for accuracy and authenticity. Data is entered into the accounting system and the contracted amount is billed in the agreed format. PSS, Inc. prepares template-based management reports or will customize them to fit any of the City's additional reporting requirements. Billings are prepared according to contract terms and quality reviewed by PSS, Inc.'s Chief Financial Officer prior to distribution to clients. Billings are scanned and emailed to clients as well as uploaded into PSS, Inc.'s client portal for City viewing 24/7. Payment terms are typically net 30. PSS, Inc. accepts payment by check, credit card, P-card, and electronic fund transfer.

PSS, Inc. pays its employees overtime and one and a half times their regular pay rate. The customer is billed a 31% markup on overtime. Overtime is considered hours worked in excess of 40 hours within the work week.

Figure 5—TimeSheets

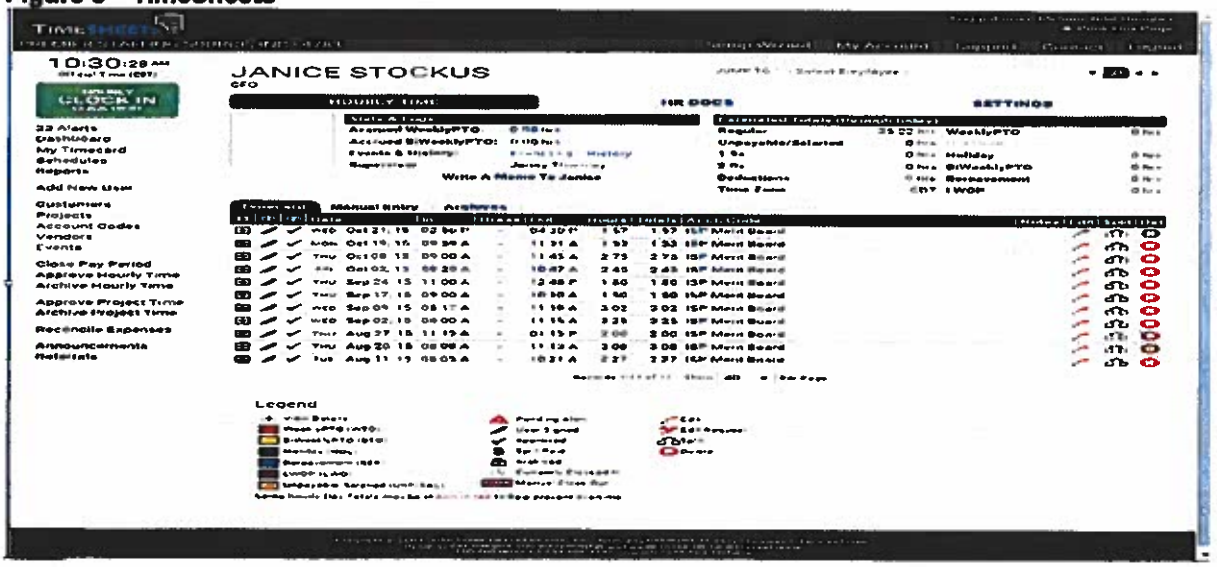
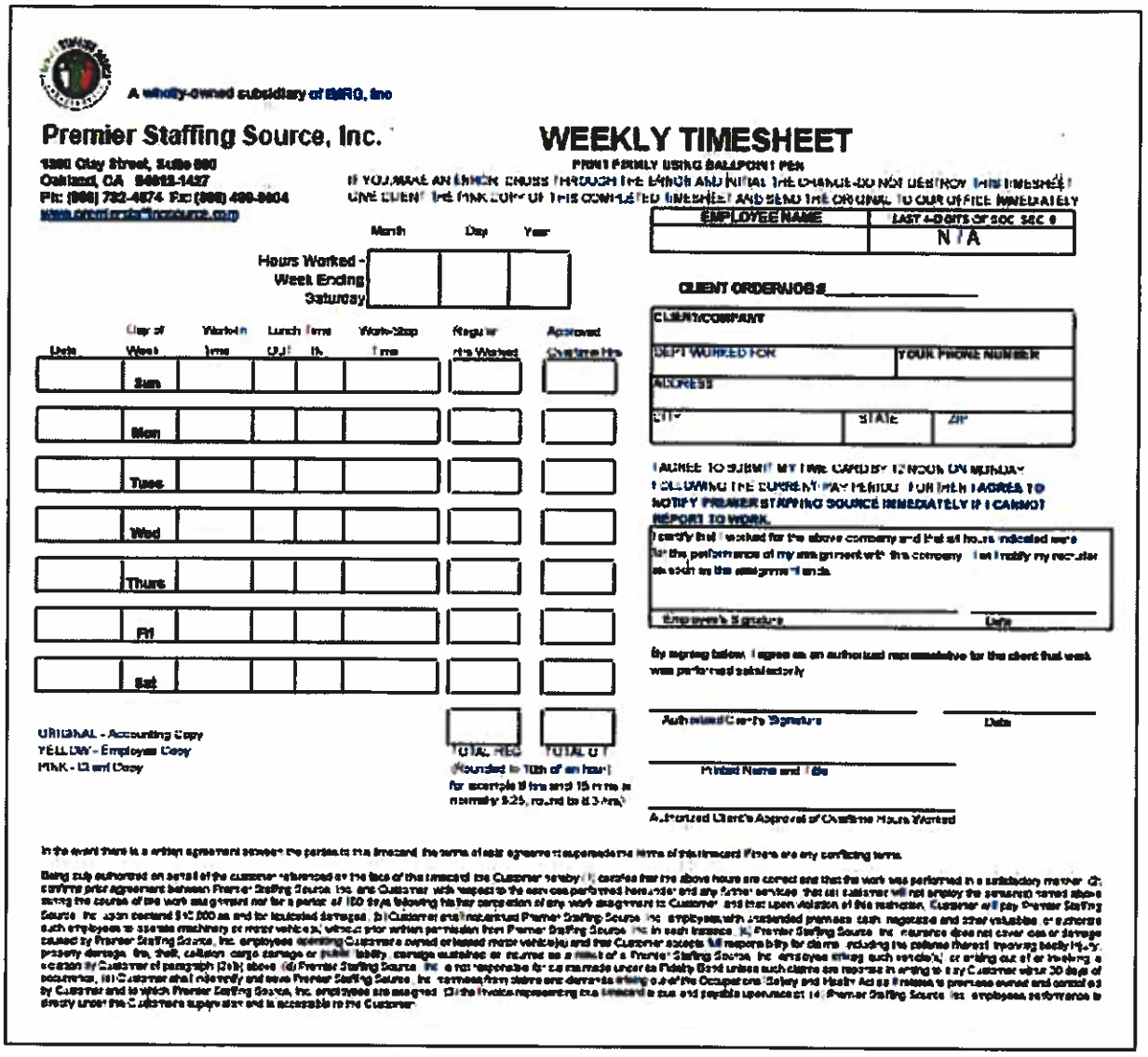


Figure 6—Sample PSS, Inc. Manual Timesheet



A wholly-owned subsidiary of SMRG, Inc

Premier Staffing Source, Inc.

1300 Clay Street, Suite 600
Oakland, CA 94612-1427
Ph: (866) 732-4674 Fax: (866) 466-9604
www.premierstaffingsource.com

WEEKLY TIMESHEET

PRINT FIRMLY USING BALLPOINT PEN
IF YOU MAKE AN ERROR, CROSS THROUGH THE ERROR AND INITIAL THE CHANGE. DO NOT DESTROY THIS TIMESHEET
GIVE CLIENT THE PINK COPY OF THIS COMPLETED TIMESHEET AND SEND THE ORIGINAL TO OUR OFFICE IMMEDIATELY

Month Day Year

Hours Worked - Week Ending Saturday

EMPLOYEE NAME	LAST 4 DIGITS OF SOC SEC #
	N/A

CLIENT ORDER/JOB #

CLIENT/COMPANY
DEPT WORKED FOR | YOUR PHONE NUMBER
ADDRESS
CITY | STATE | ZIP

Date	Day of Week	Worked In Time	Lunch Time Out	Lunch Time In	Work Stop Time	Regular Hrs Worked	Approved Overtime Hrs
	Sun						
	Mon						
	Tues						
	Wed						
	Thurs						
	Fri						
	Sat						
					TOTAL REG	TOTAL O/T	

(Rounded to 10th of an hour)
for example if hrs and 15 mins is normally 9.25, round to it 3 hrs)

I AGREE TO SUBMIT MY TIME CARD BY 12 NOON ON MONDAY FOLLOWING THE CURRENT PAY PERIOD. FURTHER I AGREE TO NOTIFY PREMIER STAFFING SOURCE IMMEDIATELY IF I CANNOT REPORT TO WORK.

I certify that I worked for the above company and that all hours indicated were for the performance of my assignment with this company. I will notify my recruiter as soon as the assignment ends.

Employee's Signature Date

By signing below, I agree as an authorized representative for the client that work was performed satisfactorily.

Authorized Client's Signature Date

Printed Name and Title

Authorized Client's Approval of Overtime Hours Worked

ORIGINAL - Accounting Copy
YELLOW - Employee Copy
PINK - Client Copy

In the event there is a written agreement between the parties to this timecard, the terms of said agreement supersede the terms of this timecard. If there are any conflicting terms

Being duly authorized on behalf of the Customer referenced on the face of this timecard, the Customer hereby: (i) certifies that the above hours are correct and that the work was performed in a satisfactory manner; (ii) confirms prior agreement between Premier Staffing Source, Inc. and Customer with respect to the services performed hereunder and any further services that the Customer will not employ the personnel named above during the course of the work assignment nor for a period of 180 days following his/her completion of any work assignment to Customer and that upon violation of this restriction, Customer will pay Premier Staffing Source, Inc. a sum equal to $10,000.00 as and for liquidated damages; (iii) Customer and Indemnified Premier Staffing Source, Inc. employees with reasonable premises cash, negotiable and other valuables or authorize such employees to operate machinery or motor vehicles, without prior written permission from Premier Staffing Source, Inc. in each instance; (iv) Premier Staffing Source, Inc. insurance does not cover loss or damage caused by Premier Staffing Source, Inc. employees operating Customer's owned or leased motor vehicles; and that Customer accepts full responsibility for claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of a Premier Staffing Source, Inc. employee driving such vehicle(s), or arising out of or involving a violation by Customer of paragraph (2)(iii) above; (v) Premier Staffing Source, Inc. is not responsible for any damage under its Fidelity Bond unless such claims are reported in writing to it by Customer within 30 days of occurrence; (vi) Customer shall indemnify and save Premier Staffing Source, Inc. harmless from claims and demands arising out of the Occupational Safety and Health Act as it relates to premises owned and controlled by Customer and to which Premier Staffing Source, Inc. employees are assigned; (vii) this invoice representing this timecard is due and payable upon receipt; (viii) Premier Staffing Source, Inc. employees performance is strictly under the Customer's supervision and is accessible to the Customer.

Figure 7—PSS, Inc. Sample Invoice

Premier Staffing Source, Inc.
4640 Forbes Blvd
Suite 200-A
Lanham, MD 20706

Phone #	Fax #
877-660-4674 (Toll Free)	1-866-892-7315

Invoice for Temp Computer Info Staffing

Date	Invoice #
7/30/2011	2185

P.O. No.
S00P-140-0585

Taxpayer Identification Number (FEIN)
20-0534569
Net 30

Bill To

Maryland Dept of Housing & Community Dev
DHCD:DFA:Fiscal Plan
Attn: Ms. Ann Goldman
100 Community Place
Crownsville, MD 21032-2032

Description	Qty	Rate	Amount
[redacted] - Temporary IT Computer Services Support (Robert Dean, DHCD Deputy Director IT) Work Week Ended: 7/2/2011	4	20.50	82.00
Work Week Ended: 7/9/2011	36	20.50	738.00
Work Week Ended: 7/16/2011	40	20.50	820.00
Work Week Ended: 7/23/2011	40	20.50	820.00
Work Week Ended: 7/30/2011	40	20.50	820.00
		Total	$3,280.00

Total Unpaid Balance $3,280.00

THANK YOU FOR YOUR BUSINESS!

6.1.6 Describe CDL random drug testing for temporary drivers.

Many of PSS, Inc.'s contracts require drug screening. To ensure strict compliance, PSS, Inc. has documented procedures to ensure each employee understands this requirement and the ramifications of failing a drug screen. PSS, Inc. contracts with AMC, a national drug screening service provider. In addition to the initial drug screening, PSS, Inc. conducts random drug tests on temporary CDL drivers. Employees are not provided prior notice and are required to submit their screen within two days of notification. Failure to comply with the company's request for the screen results in immediate removal from an assignment. Anyone with positive results is removed immediately.

6.1.7 Describe bonding information (agency, capacities, etc.).

PSS, Inc. has crime insurance (fidelity) coverage ranging from $250,000 to $1,000,000 under existing contracts across the United States. This policy provides coverage against dishonest employee acts such as theft of property, trade secrets, cash, and other such fraud. PSS, Inc. will comply with the City's requirement to maintain a $500,000 crime bond which protects the City from loss due to PSS, Inc.'s employees placed on assignment.

PSS, Inc. has worker's compensation insurance through QBE. The company's has a dedicated manager responsible for working with employee claims and reporting them to the carrier. If there is an incident, the local manager reports to the worksite to investigate the situation.

6.1.8 Describe any work restrictions (below ground, above ground, lifting of weight, number of consecutive hours worked, driving/equipment, etc.).

PSS, Inc. identifies applicants that meet the qualifications stipulated for each labor category and ensures any identified restrictions are adhered to for the specific labor category. PSS, Inc. complies with the *Occupational Health and Safety Administration (OHSA)* guidelines. Safety training is provided to PSS, Inc.'s employees during the employee's new hire orientation. Employees are required to view safety training videos throughout their employment to ensure compliance. The following are a few examples of the work restrictions that PSS, Inc. comply with to ensure the safety of its employees:

- For driving, PSS, Inc.'s employees must comply with the Hours-of-Service Regulations provided by the *Federal Motor Carrier Safety Regulation 49 CFR, Part 395.*
- Employees are not permitted to work underground for a period longer than eight (8) hours in any 24-hour period (*OHS regulation, Part 22 Underground Workings).*
- Employees must use ladders, scaffolding, or lift buckets to reach high places.
- Employees are limited to lifting and carrying weight that is not easily managed to prevent back problems (*National Institute for Occupational Safety and Health* guidelines concerning weight limitations).

Best and Final Offer (BAFO) Bill Rate Sheet

Exhibit C

The undersigned hereby offers to furnish and deliver the articles or services as specified herein and in their proposal and proposed service agreement (attached) at the terms stated therein and in strict accordance with the specifications, all of which are made a part of this offer. See exhibit C Part 2 for overtime rates.

Maximum number of days from signing of service agreement to inception: This proposal is valid for ninety (90) days.

TEMPORARY AGENCY **HOURLY** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	$25.00	$33.25	$26.00	$34.58	$27.00	$36.18	$28.25	$37.86
GIS/CAD Technician	$19.50	$25.94	$21.00	$27.93	$22.25	$29.82	$23.25	$31.16
End User Support Tech	$19.00	$25.27	$20.75	$27.60	$22.00	$29.48	$22.75	$30.49
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	$15.00	$19.95	$16.25	$21.61	$17.25	$23.12	$18.50	$24.79
Administrative Assistant	$15.00	$19.95	$16.75	$22.28	$17.75	$23.79	$21.00	$28.14
Bookkeeper	$16.25	$21.61	$18.50	$24.61	$19.50	$26.13	$21.75	$29.15
Call Center Representative	$15.00	$19.95	$16.55	$22.01	$17.55	$23.52	$21.00	$28.14
Cashier	$12.00	$15.96	$12.75	$16.96	$13.75	$18.43	$16.00	$21.44
Office Assistant	$14.00	$18.62	$15.00	$19.95	$16.00	$21.44	$20.00	$26.80
Recreation Service Assistant	$12.00	$15.96	$13.00	$17.29	$14.00	$18.76	$16.00	$21.44
Temporary Election Worker	$12.50	$16.63	$13.25	$17.62	$14.25	$19.10	$15.50	$20.77
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	$13.25	$17.76	$14.25	$19.10	$15.25	$20.44	$16.25	$21.94
Construction & Maint. Worker	$16.75	$22.45	$17.75	$23.79	$18.75	$25.13	$19.75	$26.66
Custodian	$12.50	$16.75	$13.25	$17.76	$14.25	$19.10	$15.25	$20.59
Electronics Technician	$16.50	$22.11	$17.25	$23.12	$18.25	$24.46	$19.25	$25.99
Equipment Operator	$15.00	$20.10	$16.00	$21.44	$17.00	$22.78	$18.00	$24.30
Grounds Maintenance Worker	$13.00	$17.42	$13.50	$18.09	$14.50	$19.43	$15.50	$20.93
Heavy Equipment Operator	$16.00	$21.44	$17.00	$22.78	$18.00	$24.12	$19.00	$25.65
Irrigation Technician	$15.00	$20.10	$16.00	$21.44	$17.00	$22.78	$18.00	$24.30
Laborer	$12.50	$16.75	$13.50	$18.09	$14.50	$19.43	$15.50	$20.93
Laborer (Abernathy Landfill)	$13.25	$17.76	$14.25	$19.10	$15.25	$20.44	$16.25	$21.94
Recycling Attendant	$13.75	$18.43	$14.75	$19.77	$15.75	$21.11	$16.75	$22.61
Warehouse Maintenance Worker	$13.00	$17.42	$13.50	$18.09	$14.50	$19.43	$15.50	$20.93
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	$22.00	$30.03	$24.00	$32.76	$26.00	$35.49	$28.00	$38.22
Registered Nurse	$33.00	$45.05	$35.00	$47.78	$38.00	$51.87	$40.00	$54.60

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

TEMPORARY AGENCY HOURLY **OVERTIME** RATE SHEET

Level	1		2		3		4	
Professional Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Accountant	$37.50	$49.13	$39.00	$51.09	$40.50	$53.06	$42.38	$55.51
GIS/CAD Technician	$29.25	$38.32	$31.50	$41.27	$33.38	$43.72	$34.88	$45.69
End User Support Tech	$28.50	$37.34	$31.13	$40.77	$33.00	$43.23	$34.13	$44.70
Clerical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Account Clerk	$22.50	$29.48	$24.38	$31.93	$25.88	$33.90	$27.75	$36.35
Administrative Assistant	$22.50	$29.48	$25.13	$32.91	$26.63	$34.88	$31.50	$41.27
Bookkeeper	$24.38	$31.93	$27.75	$36.35	$29.25	$38.32	$32.63	$42.74
Call Center Representative	$22.50	$29.48	$24.83	$32.52	$26.33	$34.49	$31.50	$41.27
Cashier	$18.00	$23.58	$19.13	$25.05	$20.63	$27.02	$24.00	$31.44
Office Assistant	$21.00	$27.51	$22.50	$29.48	$24.00	$31.44	$30.00	$39.30
Recreation Service Assistant	$18.00	$23.58	$19.50	$25.55	$21.00	$27.51	$24.00	$31.44
Temporary Election Worker	$18.75	$24.56	$19.88	$26.04	$21.38	$28.00	$23.25	$30.46
Trades Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Building Maint. Worker	$19.88	$26.04	$21.38	$28.00	$22.88	$29.97	$24.38	$31.93
Construction & Maint. Worker	$25.13	$32.91	$26.63	$34.88	$28.13	$36.84	$29.63	$38.81
Custodian	$18.75	$24.56	$19.88	$26.04	$21.38	$28.00	$22.88	$29.97
Electronics Technician	$24.75	$32.42	$25.88	$33.90	$27.38	$35.86	$28.88	$37.83
Equipment Operator	$22.50	$29.48	$24.00	$31.44	$25.50	$33.41	$27.00	$35.37
Grounds Maintenance Worker	$19.50	$25.55	$20.25	$26.53	$21.75	$28.49	$23.25	$30.46
Heavy Equipment Operator	$24.00	$31.44	$25.50	$33.41	$27.00	$35.37	$28.50	$37.34
Irrigation Technician	$22.50	$29.48	$24.00	$31.44	$25.50	$33.41	$27.00	$35.37
Laborer	$18.75	$24.56	$20.25	$26.53	$21.75	$28.49	$23.25	$30.46
Laborer (Abernathy Landfill)	$19.88	$26.04	$21.38	$28.00	$22.88	$29.97	$24.38	$31.93
Recycling Attendant	$20.63	$27.02	$22.13	$28.98	$23.63	$30.95	$25.13	$32.91
Warehouse Maintenance Worker	$19.50	$25.55	$20.25	$26.53	$21.75	$28.49	$23.25	$30.46
Medical Positions	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**	**Hourly Wage**	**Bill Rate**
Licensed Vocational Nurse	$33.00	$43.23	$36.00	$47.16	$39.00	$51.09	$42.00	$55.02
Registered Nurse	$49.50	$64.85	$52.50	$68.78	$57.00	$74.67	$60.00	$78.60

Level 1 – minimum required experience
Level 2 – one to three additional years of experience
Level 3 – three to five additional years of experience
Level 4 – five or more additional years of experience

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. 16758 for Temporary Employment Sevices as per RFP 22-16647-MA, by and between the City of Lubbock and Texas Premier Staffing Source, Inc. of Lanham, Maryland, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract 16758- Temporary Employment Services RFP 22-16647-MA
August 3, 2022

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001649, with Mythics, Inc., for the renewal of Oracle License Maintenance and Support for the JD Edwards Enterprise One, and One View Reporting applications, for the City's financial management system.

Item Summary

Purchase Order No. 33001649 is for the annual renewal of Oracle Maintenance and Support for Oracle JD Edwards Enterprise One, and One View Reporting applications for the term of October 1, 2022, through September 30, 2023. The support will be invoiced on a quarterly basis. The maintenance and support renews on an annual basis.

The renewal and purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4158.

Fiscal Impact

The purchase amount of $183,240.28 for the renewal for software maintenance and support, is budgeted in the Information Technology 2022-23 Fiscal Year Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Director of Information Technology

Attachments

Resolution for Mythics
Purchase Order For Mythics

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 33001649, for the purchase of Oracle license, maintenance, and support for JD Edwards, as per DIR-TSO-4158, by and between the City of Lubbock and Mythics, Inc. of Virginia Beach, Virginia, 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 _____.

_____
TRAY PAYNE, 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 33001649-Mythics, Inc.
8.11.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 8/2/2022
Order Number 33001649 000 OP
Branch/Plant 3410

TO: MYTHICS INC
4525 MAIN STREET
SUITE 1500
VIRGINIA BEACH VA 23462

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/2/2022 Freight
Requested 8/2/2022 Taken By YBUSBY
Delivery Per J Zhine / Req # 59138 PUR 16764/Q #SR6263314 FY23/DIR-TSO-4158

If you have any questions contact Jay Zhine:jzhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 Human Resources	1.000	53,449.1300	EA	53,449.13	8/2/2022
Employee Perptual License 2270					
JDE E1 Time & Labor 2270	1.000	31,780.6300	EA	31,780.63	8/2/2022
Thru 9/30/23 Employee 2270					
JDE E1 Payroll through 9/31/23	1.000	65,005.8000	EA	65,005.80	8/2/2022
Employee Perptual License 2270					
Oracle Tech Foundation/JDE E1	1.000	13,363.8400	EA	13,363.84	8/2/2022
per User Thru 9/30/23 200					
JDE E1 OneViewRpt Pay 10/22-	1.000	1,249.4900	EA	1,249.49	8/2/2022
9/23 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Fdn 10/22-	1.000	2,748.7600	EA	2,748.76	8/2/2022
9/23 CSI 19444976 ApplUsrPrp11					
JDE E1 OneViewRptPrjCst 10/22-	1.000	1,249.4900	EA	1,249.49	8/2/2022
9/23 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Inven 10/22-	1.000	1,249.4900	EA	1,249.49	8/2/2022
9/23 CSI 19444976 ApplUsrPerp5					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 8/2/2022

Order Number 33001649 000 OP

Branch/Plant 3410

TO: MYTHICS INC
4525 MAIN STREET
SUITE 1500
VIRGINIA BEACH VA 23462

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/2/2022 Freight

Requested 8/2/2022 Taken By YBUSBY

Delivery Per J Zhine / Req # 59138 PUR 16764/Q #SR6263314 FY23/DIR-TSO-4158

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 OneViewRpt Finan 10/22-	1.000	1,249.4900	EA	1,249.49	8/2/2022
9/23 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt HR 10/22-	1.000	1,499.2300	EA	1,499.23	8/2/2022
9/23 CSI 19444976 ApplUsrPerp6					
JDE E1 Human Resources 10/22-	1.000	3,698.2000	EA	3,698.20	8/2/2022
9/23 CSI 22591328 ApplUsrPerp					
JDE E1 Payroll 10/22-9/23	1.000	2,198.9200	EA	2,198.92	8/2/2022
CSI 22591328 ApplUsrPerp 155					
JDE E1 Time&Labor 10/22-9/23	1.000	4,497.8100	EA	4,497.81	8/2/2022
CSI 22591328 ApplUsrPerp 155					

Total Order

Terms NET 30 DAYS 183,240.28

NOTE: Insurance required for this purchase order listed in Attachment A

This purchase order encumbers funds in the amount of $183,240.28 awarded to Mythics, Inc. of Virginia Beach, VA, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated June 20, 2022, from Mythics, Inc. of Virginia Beach, VA and DIR-TSO-4158.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies 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.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association 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.

33. 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

34. 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.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

MYTHICS™

ORACLE Platinum Partner

Texas DIR-TSO-4158

4525 Main Street, Suite 1500
Virginia Beach, VA 23462
Phillip McGowan
Phone: 757-785-9496
Fax: (757) 412-1060
Email: pmcgowan@mythics.com

DUNS #: 013358002
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34

Company Name: City Of Lubbock
Contact: Jay Zhine
Phone Number: (806) 775-2366
Email: jzhine@mail.ci.lubbock.tx.us
Project: Oracle Support

Quote Number: SR 6263314 FY23
Prepared On: June 13, 2022
Valid Through: September 30, 2022

Please include this reference on a valid PO:	This PO incorporates the terms of Mythics quote number SR 6263314 FY23 including the Texas DIR-TSO-4158 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
		Contract:6263314					
1	19444976	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/1/2022	9/30/2023	2270	Software Update License & Support	$ 53,449.13
2	19444976	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/1/2022	9/30/2023	2270	Software Update License & Support	$ 31,780.63
3	19444976	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/1/2022	9/30/2023	2270	Software Update License & Support	$ 65,005.80
4	19444976	Oracle Technology Foundation for JD Edwards EnterpriseOne - Application User Perpetual	10/1/2022	9/30/2023	200	Software Update License & Support	$ 13,363.84
5	19444976	JD Edwards EnterpriseOne One View Reporting for Payroll - Application User Perpetual	10/1/2022	9/30/2023	5	Software Update License & Support	$ 1,249.49
6	19444976	JD Edwards EnterpriseOne One View Reporting Foundation - Application User Perpetual	10/1/2022	9/30/2023	11	Software Update License & Support	$ 2,748.76
7	19444976	JD Edwards EnterpriseOne One View Reporting for Project Costing - Application User Perpetual	10/1/2022	9/30/2023	5	Software Update License & Support	$ 1,249.49
8	19444976	JD Edwards EnterpriseOne One View Reporting for Inventory Management - Application User Perpetual	10/1/2022	9/30/2023	5	Software Update License & Support	$ 1,249.49
9	19444976	JD Edwards EnterpriseOne One View Reporting for Financials - Application User Perpetual	10/1/2022	9/30/2023	5	Software Update License & Support	$ 1,249.49
10	19444976	JD Edwards EnterpriseOne One View Reporting for Human Resources - Application User Perpetual	10/1/2022	9/30/2023	6	Software Update License & Support	$ 1,499.22
		Contract:19734812					
11	22591328	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/1/2022	9/30/2023	155	Software Update License & Support	$ 3,698.20
12	22591328	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/1/2022	9/30/2023	155	Software Update License & Support	$ 2,198.92
13	22591328	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/1/2022	9/30/2023	155	Software Update License & Support	$ 4,497.81
						SULS SUBTOTAL	$ 183,240.28

RECOMMENDED ON-DEMAND SERVICES:	
Ask me about our On-Demand Services	N/A

	SUPPORT TOTAL	$ 183,240.28
	TOTAL (If also purchasing optional On-Demand services)	N/A

This quotation contains data that shall not be disclosed outside of City Of Lubbock and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

1. Agreement
This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 27, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms
1. Summary of Fees
You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

2. Territory
a. The program licenses included on this order are for use in the U.S.

3. Delivery
a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

5. Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]
The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

Purchasing Instructions:
Please include the following statements in your order:
1. Mythics Quote #: SR 6263314 FY23 .
2. This order is placed pursuant to the terms and conditions of the DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764.
3. Payment terms are: Quarterly in arrears.

This PO incorporates the terms of Mythics quote number SR 6263314 FY23 including the Texas DIR-TSO-4158 by reference

Commercial Liability Requirements: $1M occurrence/$2M aggregate (can be combined with an Excess Liability to meet requirement0. CGL is required in all contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include products-Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Cyber Liability Requirements: $1M of coverage is needed for Cyber Liability.

Technology Error and Omissions Requirements: $1M of coverage is needed.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet a A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order No. 10025516 with GT Distributors, Inc., for the purchase of Glock 45MOS, for the Police Department.

Item Summary

Our current issued Glock 22's have ended their service life, so we needed to transition the department to a new pistol. Once our pistols reach the end of their service life, the manufacturers recommend replacement. The Glock 45MOS is a new platform that allows for officers to utilize Red Dot sights which show improvements with shooting accuracy. The new Glock 45 is a 9 mm which has become the preferred duty round for law enforcement. This will save costs on ammunition and training.

Fiscal Impact

Total cost:$81,516.00

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution PO 10025516 GT Distributors
PO 10025516 GT Distributors Req 59070

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. 10025516 for the purchase of Police Department Weapons as per BuyBoard Contract 603-20, accepted by and between the City of Lubbock and GT Distributors, Inc., of Pflugerville, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Neal Burrow for Floyd Mitchell
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

Jeff Hartsell
Jeff Hartsell, Assistant City Attorney

dm:ccdocs/RES.-PurchaseOrd 10025516 – Police Department Weapons
August 2, 2022

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/20/2022
Order Number 10025516 000 OP
Branch/Plant 5713

TO: GT DISTRIBUTORS, INC.
1124 NEW MEISTER LN. STE 100
PFLUGERVILLE TX 78660

SHIP TO: CITY OF LUBBOCK POLICE ACADEMY
REESE CENTER
508 DAVIS DRIVE
LUBBOCK TX 79416

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/20/2022 Freight .
Requested 7/20/2022 Taken By YBUSBY
Delivery PER J VARGAS REQ 59070 PUR 16722/BUYBOARD 603-20

If you have any questions contact JoAnna Vargas:jvargas@mylubbock.us Phone 806-775-2964

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Glock 45 9mm Gen 5 MOS W FA GLOCK-PA455S302MO AmerBold SG	325.000	500.5000	EA	162,662.50	8/31/2022
Used Gun Glock 22 Gen 4.40 UG-GLOCK22G4 Pistol	282.000	(279.5000)	EA	(78,819.00)	8/31/2022
Used Gun Walther PPQ 9mm x 19 UG-WALPPQ Pistol	2.000	(465.0000)	EA	(930.00)	8/31/2022
Used Glock 23 Gen 4 Pistol .40 UG-GLOCK23G4	2.000	(279.5000)	EA	(559.00)	8/31/2022
Used Glock 19 Generation 5 9mm UG-GLOCK 19G5 Pistol	2.000	(279.5000)	EA	(559.00)	8/31/2022
Used Glock 34 Gen 4 Pistol 9MM UG-GLOCK34G4	1.000	(279.5000)	EA	(279.50)	8/31/2022

Total Order

Terms NET 30

81,516.00

This purchase order encumbers funds in the amount of $81,516.00 awarded to GT Distributors, Inc. of Pflugerville, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: BuyBoard Contract 603-20 and Quote dated July 8, 2022, from GT Distributors, Inc. of Pflugerville, TX. Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies 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.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association 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.

33. 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

34. 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.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Quote	QTE0155812
Date	7/8/2022
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Lubbock, City of (TX)
Attn: Accounts Payable
PO Box 2000
Lubbock TX 79457

Ship To:

Lubbock, City of
916 Texas Avenue
Lubbock TX 79401

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
220708 GLOCK TRADI	000383	CH		NET 15	0/0/0000	2,595,195

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
325	GLOCK-PA455S302MO	Glock 45 9mm Gen 5 MOS W FA AmerBold Sg	EA	$500.50	$162,662.50
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00
282	UG-GLOCK22G4	Used Gun Glock 22 Gen 4 .40 Pistol	EA	($279.50)	($78,819.00)
1	UG-GLOCK34G4	Used Glock 34 Gen 4 Pistol 9mm	EA	($279.50)	($279.50)
2	UG-GLOCK19G5	Used Glock 19 Generation 5 9mm Pistol	EA	($279.50)	($559.00)
2	UG-GLOCK23G4	Used Glock 23 Gen 4 Pistol .40	EA	($279.50)	($559.00)
2	UG-WALPPQ	Used Gun Walther PPQ 9mm x 19 pistol	EA	($465.00)	($930.00)
1	NOTES:	Notes: Trade assumes box and 3 magazines. *Subtract $5.00 for missing gun box *Subtract $18.00 for missing magazines	EA	$0.00	$0.00
1	NOTES:	Notes: All guns must be fully functional to receive full trade value.	EA	$0.00	$0.00
1	NOTES:	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	$0.00	$0.00

Order #59070 5713-8163

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Robin Warren. Thank You.
George Sandoval <GSandoval@mail.ci.lubbock.tx.us>

Subtotal	$81,516.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$81,516.00

PUR 2022-16722

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Contract No. 16595 between the City of Lubbock and Galls, LLC, for Police Uniforms.

Item Summary

With the current uniform contract expiring, the decision was made to put out an Invitation to Bid and see what was available. From the 3 that responded, Galls, LLC submitted a contract quote significantly lower than our current provider. The benefits to change to Galls, LLC, would be fiscal as well as they have an easier ordering process for our staff, being web based rather than an order form to be emailed.

Fiscal Impact

Total Cost: $736,279.65 ($236,279.65 increase from previous contract)

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution Contract 16595
Contract 16595
Project Summary for Contract 16595

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. 16595 by and between the City of Lubbock and Galls, LLC, of Lexington, Kentucky, for Police Uniforms as per ITB 22-16595-YB, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

dm:ccdocs/RES.-Contract No. 16595 – Police Uniforms
August 2, 2022

City of Lubbock
Contract for
Police Uniforms

THIS CONTRACT made and entered into this ___ day of _____**, 2022**, by and between the City of Lubbock ("City"), and **Galls, LLC.** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Police Uniforms** 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 **Police Uniforms.**

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, **Police Uniforms** and more specifically referred to as **Items 1-59** 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. The contract may be renewed for up to four (4) additional one (1) 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 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. 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. By entering into this Agreement, 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

    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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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. 22-16595-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

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

Jeff Hartsell, Deputy City Attorney

CONTRACTOR

BY

Authorized Representative

Mike Fadden, CEO

Print Name

1340 Russell Cave Road

Address

Lexington, KY 40505

City, State, Zip Code

City of Lubbock
ITB 22-16595-YB
Police Uniforms
Specifications

Name Tape: An embroidered nametape will be sewn above the right pocket of the Class C Uniform Outer Vest Cover and Super Shirt and on the upper right chest area of the Class C Uniform Base Shirt and Bike Patrol Shirt. Attach name tape centered 1/8" to 1/4" above, and parallel to, the right chest pocket. Name Tape fabric will match the Blauer uniform fabrics. Name Tape embroidered letters will be applied clean and precise in ½" Open Block font. Name Tape letter embroidery color will follow rank. Ranking officer name tape embroidery color is Ombre letter color or approved equal. Officer/Corporal name tape embroidery color is White letter color or approved equal.

Badge Tab: Badge tab with metal eyelets will be applied to ArmorSkin, Bike Patrol Shirt and all Outerwear. Badge tab will be top-stitched and centered over left breast pocket/upper right chest area, measuring approximately 1 inch wide and 2 ½" high/long having two metal eyelets spaced 1 ¼ inches apart vertically, and having a center stitch for reinforcement. Example of placement: the top of the tab shall be positioned 2 ¾ inches above the shirt's top pocket seam to provide no less than ¼ inch between the top of the pocket flap and the bottom of a badge of 3 ½ inches height.

Shoulder Patches: Officers wear Lubbock Police Department (LPD) issued shoulder patches centered on both sleeves of uniform shirts and jackets (not including those specifically designated as rain gear). The Lubbock Police Department will provide a sample patch to the successful bidder. Patch will be provided by vendor in the LPD-approved design on a background of dark navy fabric to match Blauer uniform fabric, or approved equal, with merrowed edges. The lettering, merrowing and five alternating facets of the star shall be of "Old Gold" coloration, the state outline shall be in red, and the remaining alternating facets of the star in silver coloration. Patches shall be sewn on both sleeves approximately ½ inch below the shoulder seam.

Chevrons: Chevrons, when required, shall be sewn on each sleeve and outerwear (not including those specifically designated as rain gear) at least 1 inch but not more than 2 inches below the shoulder patch. All chevrons shall use a dark navy background, or approved equal, with merrowed dark navy coloration or approved equal edges. The two-bar silver chevrons (Corporal) shall exactly match the silver-white of the patch star facets and service stripes; the yellow-gold three-bar chevrons (Sergeant) shall exactly match the gold of the patch merrowing and star facets and service stripes. Chevron color: Sergeant Chevrons yellow-gold 5404S or approved equal; Corporal Chevrons 5400C or approved equal. Chevrons to be provided by vendor when required.

Service Stripes: Not applicable. No Service Stripes applied to the Class C Uniform.

Soft Collar Rank Patch: Penn Emblem Embroidered Collar Insignia Emblem #HC1659761 or approved equal. Yellow gold embroidery to match name tape, black background. Single rays pointed upward, centered along and approximately ½" from the front edge of the collars. To include: Chief (double star), Assistant Chief (single star), Captain, and Lieutenant. The following illustration is for quick reference only. Illustration does not identify production specification. The double Chief star facets should be touching and should run parallel with the top edge of the collar. Adjoining star facets should meet/touch.

Rank Insignia

Chief: Three Gold Stars embroidered on each collar of the Class C Uniform Base Shirt or Super Shirt, with the single rays pointed upward, centered along and approximately 1/2" from the front edge of the collars; the row of stars should run parallel with the top edge of the collar.

Assistant Chief: Two Gold Star embroidered on patches sewn on each collar of the Class C Uniform Base Shirt or Super Shirt, with the single ray pointed upward, centered along and approximately 1/2" from the front edge of the collars.

Captain: Gold captain's bars embroidered on patches sewn on each collar of the Class C Uniform Base Shirt or Super Shirt with one bar running parallel to, centered along and approximately 1/2" from the front edge of the collars.

Lieutenant: Gold lieutenant's bar embroidered on patches sewn on each collar of the Class C Uniform Base Shirt or Super Shirt with the bar running parallel to, centered along and approximately 1/2" from the front edge of the collars.

Sergeant: Three embroidered yellow-gold chevron patches sewn centered on each sleeve of Class C Uniform shirts with the single point upward and at least 1/2", but not more than 2", below the shoulder patch. Outerwear chevrons sewn centered on each sleeve of inclement weather coats and liners (not including those specifically designated as rain gear) with the single point upward and at least 1/2", but not more than 2", below the shoulder patch.

Detective/Corporal: Two embroidered silver-white chevron patches sewn centered on each sleeve of Class C Uniform shirts with the single point upward and at least 1/2", but not more than 2", below the shoulder patch. Outerwear chevrons sewn centered on each sleeve of inclement weather coats and liners (not including those specifically designated as rain gear) with the single point upward and at least 1/2", but not more than 2", below the shoulder patch.

City of Lubbock
ITB 22-16595-YB
Police Uniforms

Additional Requirements

Account Representation: The City of Lubbock (The City) requires a primary point of contact both in-house and external acting as a sales and customer service representative assigned exclusively to the department. This person would be responsible for order fulfillment, questions, issues, problems, ensure same-day responses, and would ensure the presentation of invoices and/or transaction receipts.

Emblem and Insignia Samples: The City will provide samples of all authorized emblems/insignia patches (LPD Shoulder Patch, Rank Chevrons, Service Stripes, and Soft Collar Rank) to the winning bidder for reproduction.

Production Samples: Production samples may be requested, at no charge to the agency, for evaluation purposes. Failure to provide samples will be justification for bid rejection. Samples will be returned to the vendor if required.

Size Run: Winning bidder shall provide a complete Blauer Size-Run for Blauer uniforms, outerwear, and rainwear included in bid specifications to the City at no cost. Size runs will be housed at the Lubbock Police Department.

Product Quality/Specific/No Substitutions: Brand name items listed are required, and no substitutes from the brand names listed will be accepted.

Only first quality fabrics and other components are to be used in the manufacture of all items in this Request for Bid. No "Seconds," "Irregulars" "job lots", etc. will be tolerated. All loose threads shall be removed prior to delivery. Items not meeting these requirements shall be replaced at no cost to the City upon notice of deficiency.

The successful bidder must guarantee their product against any defect in workmanship or materials. Failure to comply shall result in return of merchandise within thirty (30) days at the expense of the bidder for prompt replacement with merchandise that meets the specifications of this bid.

Bidder shall submit letter from manufacturer (on the manufacturer's letterhead) stating bidder is in good standing and is a distributor of their product.

Measurements: The cost for measurements must be included in the price quoted for each item. The successful bidder will set up a time and location to take measurements. The vendor will be notified by the agency should these services not be utilized. It is expected that the successful bidder will travel to the requesting department/division to accomplish this requirement. The successful bidder shall maintain a current log of measurements for future orders.

Tailoring: The successful bidder must have, in their employment, a minimum of one (1) full-time tailor and one (1) full-time seamstress (for female customers) for alterations.

Supplementary Trouser Hemming: Winning bidder shall provide supplementary trouser hemming at no additional charge including shipping cost.

Minimum Order: There are no minimum order requirements that will be associated with this contract.

Ordering Procedures: The successful bidder should understand that any request for purchase of items specified in this bid shall be accompanied by a valid Purchase Order prior or Purchasing Card Order Form to process the request. All orders for uniforms shall be placed on an "as needed" basis, without regard to any specified quantity or order date. The successful vendor should work with each division/person represented in this bid to comply with the department's ordering procedures and requirements. The successful bidder will not accept orders from, release orders to, sell any uniforms items, and/or accessory, to any person without official authorization.

Bidder shall provide quick and efficient ordering methods to include:

1. Order Confirmation Documentation and/or Sales Order for each order placed;
2. Invoicing; or
3. Invoice accompanied by a Purchasing Card transaction receipt.

If vendor does not currently have an ordering portal to place orders, bidder must allow orders to be placed in an email ordering method, which would be handled in the same fashion as listed in the above "ordering procedures". **If bidder currently has online ordering capabilities, please provide information with your bid regarding online ordering with your company.**

Invoicing: The proper invoice(s) and/or purchasing card transaction receipt shall accompany all item deliveries purchased by the City. All invoices shall include the following information:

1. Method of Payment (Agency Purchase Order Number, "CC")
2. Quantity Shipped
3. Requesting Department/Division Name
4. First and Last Name To Receive Uniform
5. Quantity Ordered
6. Quantity Shipped/Backordered
7. Date Ordered and Date Shipped
8. Description and product number for each line item, as shown in the bid.
9. Unit Price
10. Extended Dollar Amount

Order Inquiries: Vendor shall allow inquiries via email and provide quick and efficient response to inquiries.

Inventory Requirements: The successful bidder is expected to maintain a level of sufficient inventory adequate to satisfactorily service the department included in this bid's account at the distribution facility within forty-five (45) calendar days after notification of award.

Delivery Schedule: Initial Order: All items shall be delivered within 60 days for complete shipments; partial shipments accepted prior to 60-day deadline.

All items shall be delivered within 14 calendar days for in-stock inventory items and 60 calendar days for special made-to-order and non-stock items after receipt of initial order request by the requesting department/division. This delivery time schedule shall include any customization and/or any alteration required (if any) by the ordering department/division and/or officer.

All shipments shall be made direct to each ordering department/division, or as indicated on purchase order.

Shipping charges must be included in the pricing provided. Other than rush delivery, no shipping charges will be paid with orders under this bid. All deliveries must be packaged individually and must clearly identify the customer/employee name, quantity and sizes enclosed, and method of purchase (purchase order number/credit card).

Product Line Changes: In the event a product and/or model is discontinued by the manufacturer, the City of Lubbock, at its sole discretion may allow the successful bidder to provide a substitute for the discontinued item. The successful bidder shall request permission to substitute a new product and provide the following:

1. Documentation from the manufacturer that the product or model has been discontinued;
2. Documentation that names the replacement product or model;
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original request for bid;
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Returns: Vendor shall allow exchanges and/or returns for those items, which include manufacture tags intact. Vendor shall provide shipping return labels for exchanges and/or returns at no cost to the department. Each ordering division/person may return non-conforming or defective products to the successful bidder at no charge to the department/division/person. Immediate pick up and replacement is expected, if required by the department/division. No restocking charging is authorized for items returned to successful bidder under non-conforming or defective product conditions. **If the non-conforming or defective product does not receive return authorization document within fifteen (15) calendar days after notification by the agency, the item(s) will become the property of that agency, at no cost.**

Experience: The successful bidder and their designated representative must have a minimum of two (2) years of experience in their respective fields and be able, upon demand, to provide documentation of it to the City of Lubbock.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

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 N/A %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 22-16595-YB
Police Uniforms
Bid Form

				Galls LLC	
			Location	Lexington, KY	
			Total Cost	$736,279.65	
#	Items	Quantity Required	UOM	Unit Price	Total Cost
#0-1	Blauer Style #8470 – WOOL BLEND ARMORSKIN CARRIER Dark Navy With Customization. Include Customization: Embroidered Sewn Name Tape; Metal Eyelet Badge Tab; Qualification Patch.	300	EA	$112.65	$33,795.00
#0-2	Blauer Style #8472 – MENS SHORT SLEEVE WOOL BLEND ARMORSKIN BASE SHIRT Dark Navy With Customization. Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	300	EA	$54.61	$16,383.00
#0-3	Blauer Style #8472W – WOMENS SHORT SLEEVE WOOL BLEND ARMORSKIN BASE SHIRT Dark Navy With Customization. Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	150	EA	$54.61	$8,191.50
#0-4	Blauer Style #8471 – MENS LONG SLEEVE WOOL BLEND ARMORSKIN BASE SHIRT Dark Navy With Customization. Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	300	EA	$62.08	$18,624.00
#0-5	Blauer Style #8471W – WOMENS LONG SLEEVE WOOL BLEND ARMORSKIN BASE SHIRT Dark Navy With Customization. Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	150	EA	$62.08	$9,312.00
#0-6	Blauer Style #: 8473 - WOOL BLEND ARMORSKIN WINTER BASE SHIRT Dark Navy With Customization. Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	150	EA	$77.05	$11,557.50
#0-7	Blauer Style #8446 – MENS SHORT SLEEVE WOOL BLEND SUPERSHIRT Dark Navy With Zippered Front and Customization. Include Customization: Embroidered Name Tape and Emblems Sewn, and Zipper. Emblems include: Approved LPD Patches, Chevrons, Soft Collar Rank, and Soft Qualifications Patch.	300	EA	$78.56	$23,568.00
#0-8	Blauer Style #8446W – WOMENS SHORT SLEEVE WOOL BLEND SUPERSHIRT Dark Navy With Zippered Front and Customization. Include Customization: Embroidered Name Tape and Emblems Sewn, and Zipper. Emblems include: Approved LPD Patches, Chevrons, Soft Collar Rank, and Soft Qualifications Patch.	150	EA	$78.56	$11,784.00
#0-9	Blauer Style #8436 – MENS LONG SLEEVE WOOL BLEND SUPERSHIRT Dark Navy With Zippered Front and Customization. Include Customization: Embroidered Name Tape and Emblems Sewn, and Zipper. Emblems include: Approved LPD Patches, Chevrons, Soft Collar Rank, and Soft Qualifications Patch.	300	EA	$87.76	$26,328.00
#0-10	Blauer Style #8436W – WOMENS LONG SLEEVE WOOL BLEND SUPERSHIRT Dark Navy With Zippered Front and Customization. Include Customization: Embroidered Name Tape and Emblems Sewn, and Zipper. Emblems include: Approved LPD Patches, Chevrons, Soft Collar Rank, and Soft Qualifications Patch.	150	EA	$87.76	$13,164.00
#0-11	Blauer Style #: 8561-1 – MENS WOOL BLEND ACTIVE DUTY TROUSERS Dark Navy With Customization. Include Customization: Hemming.	600	EA	$100.20	$60,120.00
#0-12	Blauer Style #: 8561W-1 – WOMENS WOOL BLEND ACTIVE DUTY TROUSERS Dark Navy With Customization. Include Customization: Hemming.	300	EA	$100.20	$30,060.00
#0-13	Blauer Style #: 174-1 - ARMORSKIN SUSPENSION SYSTEM Black	100	EA	$33.15	$3,315.00
#0-14	Outerwear Blauer Style #9970-50 / with #4660 Micro-Fleece Liner SUPERSHELL JACKET CROSSTECH FABRIC Dark Navy With Metal Eyelet Badge Tab and Customization On Jacket And SoftShell. Include Customization: LPD Shoulder Patches, Chevrons, and Metal Eyelet Badge Tab on Both Jacket and Liner. Soft Shell Liner With Epaulets Applied Only At Shoulder Seam With Button Opening. Reflective POLICE ID on 9970 Jacket Back Only.	150	EA	$407.45	$61,117.50
#0-15	Micro-Fleece Jacket Only #4650 Dark Navy Include Customization: Soft Badge Patch	150	EA	$65.05	$9,757.50
#0-16	Micro-Fleece “CHIEFS Command Staff” Jacket Only #4650 Black Include Customization: LT and Ranks above only, (No Shoulder Patch No Epaulets, No Name Tape) Left Chest Gold Soft Badge Patch, Right Chest Direct Embroidered Title, F/L Name and Rank Insignia 3/8” below name.	150	EA	$65.05	$9,757.50
#0-17	Outerwear Blauer Style #9970-70* COMBO GORE TEX HI-VIS SUPER SHELL JACKET/4670 COLOR BLOCK HI-VIS SOFTSHELL LINER Dark Navy With Metal Eyelet Badge Tab and Customization On Jacket And SoftShell. Include Customization: LPD Shoulder Patches, Chevrons, and Metal Eyelet Badge Tab on Both Jacket and Liner. Soft Shell Liner With Epaulets Applied Only At Shoulder Seam With Button Opening.	150	EA	$336.15	$50,422.50
#0-18	Outerwear Blauer Style #4670 COLOR BLOCK HI-VIS SOFTSHELL JACKET Dark Navy With Metal Eyelet Badge Tab and Customization On Jacket And SoftShell. Include Customization: LPD Shoulder Patches, Chevrons, and Metal Eyelet Badge Tab on Jacket Soft Shell With Epaulets Applied Only At Shoulder Seam With Button Opening.	150	EA	$133.98	$20,097.00
#0-19	Outerwear Blauer Style #9820-60-04 TACSHELL JACKET SOFTSHELL LINER COMBO Dark Navy With Metal Eyelet Badge Tab on Jacket and Shell. Include Customization: LPD Shoulder Patches, Chevrons, and Metal Eyelet Badge Tab on Both Jacket and Liner. Soft Shell Liner With Epaulets Applied Only At Shoulder Seam With Button Opening.	150	EA	$357.65	$53,647.50

#0-20	Outerwear Blauer Style #9820-04 TACSHELL JACKET Dark Navy With Metal Eyelet Badge Tab on Jacket. Include Customization: LPD Shoulder Patches, Chevrons, and Metal Eyelet Badge Tab.	150	EA	$234.91	$35,236.50
#0-21	Outerwear Blauer Style #4660-04 SOFTSHELL JACKET WITH EPAULETS Dark Navy With Metal Eyelet Badge Tab on Shell. Include Customization: LPD Shoulder Patches, Chevrons, Metal Eyelet Badge Tab. Soft Shell Liner With Epaulets Applied Only At Shoulder Seam With Button Opening.	150	EA	$119.40	$17,910.00
#0-22	Rainwear Blauer Style #26990 RAIN JACKET 49" Black With Customization. Include Customization: Reflective heat sealed 4"x10.5" POLICE Identification On Jacket Back of Yellow Side. No LPD Shoulder Patches.	150	EA	$110.54	$16,581.00
#0-23	Rainwear Blauer Style #26991 RAIN JACKET 32" Black With Customization. Include Customization: Reflective heat sealed 4"x10.5" POLICE Identification On Jacket Back of Yellow Side. No LPD Shoulder Patches.	150	EA	$98.90	$14,835.00
#0-24	Accessories Blauer #125 WATCH CAP Dark Navy	300	EA	$18.80	$5,640.00
#0-25	EXECUTIVE IKE JACKET Blauer #2515 Include Customization: TBA	25	EA	No Bid	No Bid
#0-26	Blauer Armorskin Ballistic Vest Carrier, Extra-Protection 8360XP Include Customization: Embroidered Sewn Name Tape; Metal Eyelet Badge Tab or Soft Badge Patch	150	EA	$104.86	$15,729.00
#0-27	Blauer FLEXRS Armorskin#8361 Long Sleeve Base Shirt COLOR: DK NAVY Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	150	EA	$57.92	$8,688.00
#0-28	Blauer FLEXRS Armorskin#8362 Short Sleeve Base Shirt COLOR: DK NAVY Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	150	EA	$52.50	$7,875.00
#0-29	Blauer FLEXRS Covert Tactical Pant with Tunnel Waistband Color: DK NAVY Include Customization: Hemming.	150	EA	$65.86	$9,879.00
#0-30	Blauer FLEXRS #8671 Long Sleeve Super Shirt COLOR: DK NAVY Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank.	30	EA	$67.48	$2,024.40
#0-31	Blauer FLEXRS #8676 Short Sleeve Super Shirt COLOR: DK NAVY Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	150	EA	$62.08	$9,312.00
#0-32	Individual EMBROIDERED NAME TAPE White or Yellow-Gold Embroidered Lettering On Dark Navy Blauer Uniform Fabric. Format: First Initial, Middle Initial, Last Name. ½" Open Block Font.	500	EA	$5.00	$2,500.00
#0-33	Individual Insignia- LPD SHOULDER PATCH Dark Navy Background With Merrowed Edge	1000	EA	No Bid	No Bid
#0-34	Individual Insignia- CHEVRON PATCH White For Corporal and Yellow-Gold for Sergeant With Dark Navy Background and Merrowed Edge.	1000	EA	No Bid	No Bid
#0-35	Individual Insignia- SOFT COLLAR RANK PATCH Penn Emblem Embroidered Collar Insignia Emblem. Yellow Gold Embroidery, Black Background with Merrowed Edge, or Approved Equal. To Include: Chief (Triple Star); Asst. Chief (Double Star); Captain (One Star); and, Lieutenant.	100	EA	No Bid	No Bid
#0-36	Blauer Style #8460-04 – MENS SHORT SLEEVE Half Sizes 15.5-24.5 Reg and Tall Dark Navy With Zippered Front and Customization. Include Customization: Shirts to have LPD Shoulder Patches, Sewn Rank Insignia and Service Stripe Patch if Applicable, Applied Metal Buttons, Sewn Working Epaulets, Sewn Zipper, and Sewn Non-Metal Eyelets for Metal Name Bar Positioning. Worn with metal LPD Badge.	150	EA	$83.10	$12,465.00
#0-37	Blauer Style #8460W-04 – Womens SHORT SLEEVE Sizes 28-54 Reg Dark Navy With Zippered Front and Customization. Include Customization: Shirts to have LPD Shoulder Patches, Sewn Rank Insignia and Service Stripe Patch if Applicable, Applied Metal Buttons, Sewn Working Epaulets, Sewn Zipper, and Sewn Non-Metal Eyelets for Metal Name Bar Positioning. Worn with metal LPD Badge.	150	EA	$83.10	$12,465.00
#0-38	Blauer Style #8450-04 – MENS LONG SLEEVE Half Sizes 15.5-24.5 Reg and Tall Sleeve Length 31,33,34,35,37,39 Dark Navy With Zippered Front and Customization. Include Customization: Shirts to have LPD Shoulder Patches, Sewn Rank Insignia and Service Stripe Patch if Applicable, Applied Metal Buttons, Sewn Working Epaulets, Sewn Zipper, and Sewn Non-Metal Eyelets for Metal Name Bar Positioning. Worn with metal LPD Badge.	150	EA	$89.94	$13,491.00
#0-39	Blauer Style #8450W-04 – WOMENS LONG SLEEVE Sizes 30-54 Reg Dark Navy With Zippered Front and Customization. Include Customization: Shirts to have LPD Shoulder Patches, Sewn Rank Insignia and Service Stripe Patch if Applicable, Applied Metal Buttons, Sewn Working Epaulets, Sewn Zipper, and Sewn Non-Metal Eyelets for Metal Name Bar Positioning. Worn with metal LPD Badge.	150	EA	$89.94	$13,491.00
#0-40	4-Pocket Men's Pants #8560T-04 (Tunnel-Flex Stretch Waist Band) Sizes 24-62 Reg and Tall Dark Navy With Customization. Include Customization: Hemming.	150	EA	$81.69	$12,253.50
#0-41	4-Pocket Women's Pant #8560WT-04 (Tunnel-Flex Stretch Waist Band) Sizes 00-32 Reg Dark Navy With Customization. Include Customization: Hemming.	150	EA	$81.69	$12,253.50

#0-42	K9 Class C Uniform Blauer Style #8375 - ARMORSKIN MOLLE TACVEST VELCRO POLICE ID and NAMETAPE Dark Navy With Metal Eyelet Badge Tab or Soft Badge Patch and Customization. Include Customization: Velcro POLICE ID and Velcro Embroidered Name Tape. Embroidery Color To Follow Rank.	100	EA	$112.06	$11,206.00
#0-43	BDU Base Shirt Short Sleeve #8782 Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	25	EA	$57.30	$1,432.50
#0-44	BDU Base Shirt Short Sleeve #8782W Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	25	EA	$57.30	$1,432.50
#0-45	BDU Base Shirt Short Sleeve #8782W Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	25	EA	No Bid	No Bid
#0-46	BDU Base Shirt Long Sleeve #8781W Include Customization: Embroidered Name Tape and Emblems Sewn. Emblems include: Approved LPD Patches, Chevrons, and Soft Collar Rank	25	EA	$62.97	$1,574.25
#0-47	K9 Class C Uniform Blauer Style #8831 OPERATIONAL TROUSERS Dark Navy With Customization. Include Customization: Hemming.	25	EA	$50.93	$1,273.25
#0-48	K9 Class C Uniform Blauer Style #8831W OPERATIONAL TROUSERS Dark Navy With Customization. Include Customization: Hemming.	25	EA	$50.93	$1,273.25
#0-49	K9 Class C Uniform - MOLLE POUCHES Style 1of 4 Styles DARK NAVY Matching Vest Fabric and Color. TP20-W-YB Medic 1000D. Pro-Tech Pouches or Approved Equal.	50	EA	$58.33	$2,916.50
#0-50	K9 Class C Uniform - MOLLE POUCHES Style 2 of 4 Styles Dark Navy Matching Vest Fabric and Color. TP19-W-YB 8x8 Utility Pouch 1000D DNVY. Pro-Tech Pouches or Approved Equal.	25	EA	$29.17	$729.25
#0-51	K9 Class C Uniform - MOLLE POUCHES Style 3 of 4 Styles Dark Navy Matching Vest Fabric and Color. TP19B-W-YB 4x8 Horizontal Utility 1000D DNVY. Pro-Tech Pouches or Approved Equal.	25	EA	$37.50	$937.50
#0-52	K9 Class C Uniform - MOLLE POUCHES Style 4 of 4 Styles Dark Navy Matching Vest Fabric and Color. TP21A-W-YB Bungee Universal Radio 1000D NVY. Pro-Tech Pouches or Approved Equal.	25	EA	$58.33	$1,458.25
#0-53	K9 Additional ID Velcro Panels for 8375XP Carrier, Item #PD8375 White "K9" Heat-sealed Identification. (Includes: 3-Piece Velcro Panels, 2-Small Front Panels, and 1- Back Panel.)	25	EA	$105.17	$2,629.25
#0-54	K9 Additional Velcro Name Tapes for small front ID Panel. (Nametape embroidered on Velcro Strip for R-Chest. Color to follow rank.)	25	EA	$5.00	$125.00
#0-55	Motors/Bike Patrol Uniform Blauer Style #8133 - COLORBLOCK PERFORMANCE POLO SHORT SLEEVE Dark Navy/Hi-Vis Yellow and Dark Navy/Hi-Vis Royal Blue With Customization. Include Customization: LPD Shoulder Patches, Chevrons, Embroidered Name Tape, POLICE Reflective ID on Shirt Back.	50	EA	$67.32	$3,366.00
#0-56	Bike Patrol Uniform Blauer Style #4670 -COLORBLOCK SOFT SHELL FLEECE JACKET Black With Hi-Vis Yellow With Customization. Include Customization: LPD Shoulder Patches, Chevrons, Embroidered Name Tape, POLICE Reflective ID on Jacket Back. Metal Eyelet Badge Tab.	50	EA	$133.98	$6,699.00
#0-57	Bike Patrol Uniform Blauer Style #8842 - FLEXFORCE BIKE SHORTS Dark Navy With Customization. Include Customization: Hemming.	25	EA	$67.18	$1,679.50
#0-58	Bike Patrol Uniform Blauer Style #: 8822Z – FLEXFORCE ZIP-OFF BIKE PANTS Dark Navy With Customization. Include Customization: Hemming.	25	EA	$83.90	$2,097.50
#0-59	Blauer Style #8340– COLOR BLOCK ARMORSKIN POLO CARRIER Dark Navy /Hi-Vis Yellow With Customization. Include Customization: Embroidered Sewn Name Tape; Metal Eyelet Badge Tab or Soft Badge Patch	25	EA	$72.79	$1,819.75

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 X 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.

Michael Fadden
Galls, LLC

6/22/2022

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

N/A

30

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.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, 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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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 Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

FEDERAL AND STATE SAFETY REGULATIONS

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

All Environmental Protection Agency (EPA) rules and regulations must be followed by the Contractor.

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.

https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results in disqualification by reason of “non-responsiveness”.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Galls, LLC a corporation organized under the laws of the State of Delaware, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 20-3545989

Address: 1340 Russell Cave Road

City: Lexington State: KY Zip: 40505

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 6/22/2022

Authorized Representative - must sign by hand

Officer Name and Title: Michael Fadden, CEO

Business Telephone Number 800-876-4242 FAX: 877-914-2557

E-mail Address: bidreview@galls.com

Purchasing and Contract Management
Project Summary
ITB 22-16595-YB Police Uniforms

Notice was published in the Lubbock Avalanche Journal on May 22 and May 29, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from May 25, 2022 to June 17, 2022.
18 vendors took documents from Bonfire-hub.com
5 Vendors were notified separately.
3 vendors submitted a proposal.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a renewal of the Local Administrative Agreement between the City of Lubbock and Lubbock County for the Lubbock Metropolitan Special Crimes Unit.

Item Summary

The City of Lubbock and Lubbock County agree to continue to staff the LMSCU. Each participating agencies representatives will remain in place and conduct investigations of violent crime wherever it may occur or be discovered in Lubbock County.

The Interlocal Agreement with Lubbock County and the participation with the LMSCU facilitated combating violent crimes in Lubbock County during FY2018-19. The Lubbock Police Department (LPD) participation in the LMSCU will continue to have a positive impact as the LMSCU successfully performed its mission to further the ability of our local law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County.

Fiscal Impact

The LPD will remain responsible for the salary, benefits and overtime of the LPD officers assigned to the Lubbock Metropolitan Special Crimes Unit.

Staff/Board Recommending

Floyd Mitchell
Chief of Police

Attachments

Comparitive Compensation
Resolution
Memo

LUBBOCK METROLPOLITAN SPECIAL CRIMES UNIT (METRO)
COMPARATIVE COMPENSATION DATA
August 2022

Lubbock County Comparative Resources

Personnel

A. Lubbock County will provide two (2) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
    a. 2 Investigators/ID Staff @ regular pay = $48.43 (hourly, per INV.)
    b. 2 Investigators/ID Staff @ overtime pay = $72.64 (hourly, per INV.)

Facilities

A. Lubbock County will provide the office space for the METRO unit. The office space is located on the 4th floor of the Lubbock County Annex Building located at 916 Main Street, Suite 401.
B. The facilities breakdown is all inclusive.
    a. Lease space, total square footage is 2,837 sq. ft. The price per square foot is $15.75 sq. ft. (annually)
    b. Parking garage fees are 8 spaces @ $96 per space (annually)
C. Lubbock County will provide office furniture, computer terminals, and telephone systems. This initial set-up provision will be an estimated $12,000.00 with replacement costs every 3-5 years.

City of Lubbock Comparative Resources

Personnel

A. City of Lubbock will provide one (1) commander, one (1) sergeant, and (1) detective/corporal and three (3) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
    a. 3 investigators @ regular pay = $39.004 (hourly), 3 @ overtime pay = $58.506 (hourly, per Inv.)
    b. 1 detective/corporal @ regular pay = $40.183 (hourly), 1 @ overtime pay = $60.275 (hourly)
    c. 1 sergeant @ regular pay = $45.817 (hourly), 1 @ overtime pay = $68.725 (hourly)
    d. 1 commander @ regular pay = $51.285 (hourly), 1 @ overtime pay = $76.928 (hourly)

Lubbock County Investigations

Homicides 2017– 2021 (including incorporated communities of Lubbock County)
Total = 8
AVG = 2 (Rolling 5-year average)

City of Lubbock Investigations

Homicides 2017 – 2021 (City of Lubbock only)
Total = 118
AVG = 24 (Rolling 5-year average)

The METRO Unit is comprised of the listed County Investigators, LPD Investigators, and LPD Supervisors combined together as a collaborative unit. METRO will work all the cases described, therefore the cost to provide services will increase, as we take on the fiscal burden of performing an additional 3.0 investigations (average, per year).

This comparative compensation schedule reflects what Lubbock County provides to the Metro Unit to compensate the City for investigations performed in Lubbock County. Lubbock County supplied assets and resources are applied to fulfil this compensation requirement. In addition, Lubbock County investigators required to perform investigations inside the City far surpasses any other calculated value.

Typical breakdown of a Metro investigation, based on 48 hours to work the case. This is not 48 hours non-stop, but a total 48 hours over a period of days or a week.

- The percentage of time involved is greater at the beginning of an investigation, lesser as the investigation proceeds. Typically the peak time, which may include peak OT is at the beginning of the investigation. Some of the work may be done during normal work hours, at a straight time rate.
- Here is the percentage of responsibility for work and oversight, based on job function.

Detective = 100% time applied is for investigative work
Sergeant = 50% of time applied is for supervision, 25% for investigative work, 25% for management/oversight
Commander = 75% of time applied is for management/oversight, 25% for supervision

Timeline of a notification/callout "Homicide" investigation:

If the notification/callout is after hours or a weekend, it will involve OT. If not, it will be at normal straight time pay rates.

- 2 Detectives (either LPD or LSO), 1 LPD Sergeant, 1 LPD Commander will respond to the callout. The detectives could be both LPD, both LSO, and/or a combination of the two.

TYPICAL TIMELINE:

1st day @ 15 hours of investigative work, 15 hours of supervision, 15 hours of management/oversight
2nd day @ 10-12 hours of investigative work, 8 hours of supervision, 8 hours of management/oversight
3rd day @ 5-7 hours of investigative work, 4 hours of supervision, 4 hour of management/oversight
4th day @ 2-4 hours of investigative work, 4 hour of supervision, 4 hours of management/oversight
5th day ALL @ 10 hours (normal duty day) management, administrative/maintenance activity, report writing, etc

TIME TOTALS:
At peak time, based on the general assumptions above

- Detective(s) will work 42-48 hours per investigation (2 Detectives)
- Sergeant will work 40-41 hours per investigation (1 Sergeant)
- Commander will work 40-41 hours per investigation (1 Commander)

OT v. STRAIGHT PAY RATE:

- Will depend on the callout, GENERALLY the 1st day is OT, the remaining days are straight rates
- This only reflects base pay, (Straight or OT) does not include certification and longevity pay rates

Lubbock Metropolitan Special Crimes Unit (The METRO)

As is: LSO CID Division (Percentage Of Costs = 100%)

*** Estimated Cost per Investigation Lubbock County:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Cost
(1)Investigator	33	48.43	$ 1,598.19	15	72.64	$ 1,089.60	$ 2,687.79
(1) Investigator	33	48.43	1,598.19	15	72.64	1,089.60	2,687.79
			$ 3,196.38			$ 2,179.20	$ 5,375.58

*Salary factors based on Lubbock County Pay Schedule 10.1.21

Estimated Annual Lubbock County Investigations (based on 2017-2021 data) 2

Estimated Annual Cost Lubbock County Investigations (2 X $5,375.58)

	$ 10,751.16
Total annual Estimate	$ 10,751.16

Proposed: Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

*** Estimated Cost per Investigation Lubbock County:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Work Variable	Cost
(1)Investigator	33	48.43	$ 1,598.19	15	72.64	$ 1,089.60	50%	$ 1,343.90
(1) Investigator	33	48.43	1,598.19	15	72.64	1,089.60	50%	$ 1,343.90
			$ 3,196.38			$ 2,179.20		$ 2,687.79

*Salary factors based on Lubbock County Pay Schedule Dated 10.1.21

Estimated Annual Lubbock County Investigations (based on 2017-2021 data) 2
Estimated Annual City of Lubbock Investigations (based on 2017-2021 data) 24

Estimated Annual Cost Lubbock County Investigations (26 X $2,687.79) $ 69,882.54
Office Furniture/Computer Terminals/Telephone System (*estimated $12,000 every 4 years) 3,000.00
$ 72,882.54

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

As is	$ 10,751.16	*[LSO 100% @ 2 per year]*
Proposed	$ 72,882.54	*[Shared expense @ 23 per year]*
Savings	$ (62,131.38)	*[(-) Net Loss]*

Notes/Gains from METRO:

(1) Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-investigations)
(2) Unquantifiable benefit* Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401
(3) Better quality investigations, based on a more experienced team involved in all investigations, equals improved liason with Lubbock County District Attorney's Office and Judges
(4) Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

Lubbock Metropolitan Special Crimes Unit (METRO Unit)

As is: LPD Detective Division (Percentage Of Costs = 100%)

*** Estimated Cost per Investigation City of Lubbock:**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Cost	Total Benefits on Cases
(3)LPD investigators	33	39.004	$ 3,861.40	15	58.506	$ 2,632.77	$ 6,494.17	$ 3,017.16
(1)LPD detective	33	40.183	1,326.04	15	60.275	904.13	2,230.16	691.34
(1) Sergeant	26	45.817	1,191.24	15	68.725	1,030.88	2,222.12	674.36
(1) Commander	26	51.285	1,333.41	15	76.928	1,153.92	2,487.33	742.52
			$ 7,712.09			$ 5,721.69	$ 13,433.78	$ 5,125.38

*Salary factors based on Step F pays scale for Investigators/ Step B pay scale for Detective/Step C pay scale for Sergeant and Commander of the City of Lubbock Civil Service Pay Schedule Dated 10.1.21

Estimated Annual City of Lubbock Investigations (based on 2017-2021 data) 24

Estimated Annual Cost City of Lubbock Investigations, salaries (+) benefits (24 times $18,559.16) $ 445,419.84
Office Furniture/Computer Terminals/Telephone System (*estimated $12,000 every 4 years) 3,000.00
Total annual Estimate $ 448,419.84

Proposed: Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

*** Estimated Cost per Investigation**

	Regular Pay hours estimate	Regular Pay	Regular Pay Cost	Overtime Pay hours estimae	Overtime Rate	Overtime Pay Cost	Work Variable	Cost	Total Cost of Benefits on Cases
(3)LPD investigators	33	39.004	$ 3,861.40	15	58.506	$ 2,632.77	50%	$ 3,247.08	$ 1,508.58
(1)LPD detective	33	40.183	1,326.04	15	60.275	904.13	50%	$ 1,115.08	345.67
(1) Sergeant	26	45.817	1,191.24	15	68.725	1,030.88	100%	2,222.12	674.36
(1) Commander	26	51.285	1,333.41	15	76.928	1,153.92	100%	2,487.33	742.52
			$ 7,712.09			$ 5,721.69		$ 9,071.61	$ 3,271.13

*Salary factors based on Step F pays scale for Investigators/ Step B pay scale for Detective/Step C pay scale for Sergeant and Commander of the City of Lubbock Civil Service Pay Schedule Dated 10.1.21

Estimated Annual Lubbock County Investigations (based on 2017-2021 data) 2
Estimated Annual City of Lubbock Investigations (based on 2017-2021 data) 24

Estimated Annual Cost City of Lubbock Investigations (26 X $12,342.74) $ 320,911.24

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

As Is	$ 448,419.84	*[LPD 100% @ 21 per year]*
Proposed	$ 320,911.24	*[Shared expense @ 23 per year]*
Savings	$ 127,508.60	*[(+) Net Gain]*

Notes/Gains from METRO:

(1) Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-Investigations)
(2) Unquantifiable benefit* Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401
(3) Better quality investigations, based on a more experienced team involved in all investigations, equals improved liason with Lubbock County District Attorney's Office and Judges
(4) Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

RESOLUTION

WHEREAS, in 2018, the City of Lubbock and Lubbock County agreed to establish the Lubbock Metropolitan Special Crimes Unit (LMSCU), where representatives from both law enforcement agencies will cooperate and collaborate on investigatory activities related to the shared threat of violent crime wherever it may occur or be discovered in Lubbock County; and

WHEREAS, the LMSCU continues to successfully perform its mission to further the ability of law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County;

WHEREAS, after conducting the required fiscal review of the anticipated costs to each entity in the LMSCU, the City of Lubbock has determined that the entities' mutual cooperation and sharing of resources will result in an equivalent benefit to each participating entity such that additional financial compensation from either entity to the other is not necessary; and

WHEREAS, the City of Lubbock desires to continue its participation in the LMSCU for an additional year;

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

THAT the City Council of the City of Lubbock hereby renews the **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit,** an interlocal agreement by and between:

The City of Lubbock (on behalf of the Lubbock Police Department); and

Lubbock County, Texas, (on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney);

Said **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit** and any associated documents, are attached hereto and made a part of this Resolution for all intents and purposes.

The **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit**, is hereby renewed, effective **October 1, 2022** through **September 30, 2023,** without further substantive changes.

Passed by the City Council this _____ day of _____, 2022.

_____

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Floyd Mitchell, Chief of Police

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

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City of Lubbock TEXAS

To:	Jeanelle Wadkins, Captain – Investigations Bureau
From:	Marcus Wall, Lieutenant – Metro/Major Crimes – Investigations Bureau MCW
Subject:	Metropolitan Special Crimes Unit Interlocal Agreement – Fiscal Review 2022
Date:	September 1, 2022

We are in the process of renewing the Lubbock Metropolitan Special Crimes Unit (Metro) Interlocal Agreement. This renewable agreement will continue to govern the collaborative investigative efforts of the Lubbock County Sheriff's Office and the Lubbock Police Department in response to violent crime in Lubbock County.

Exhibit B, of the current Interlocal agreement, requires a fiscal review and report to the City Council prior to renewal. I have attached Exhibit B, as it directs both participating agencies to complete this requirement. In response to Exhibit B, I submit the following fiscal review and report for the Metro unit's anticipated operational costs and activities for FY2022-23.

HIGHLIGHTS

Since the introduction of the Metro Unit, November 2018, Metro has successfully investigated 145 high profile cases. This number includes 99 homicide investigations and 44 special investigations. Of the 44 special investigations, 11 were officer involved shootings and 11 were in-custody death investigations at the Lubbock County Detention Center.

To date, all but 3 homicide investigations have been either closed or cleared by arrest. The only open homicide investigations are Lubbock Police Department homicides under LPD #20-656, LPD #21-34089 and LPD #21-49494.

FISCAL REVIEW

I have completed a fiscal review and report for the associated costs relating to the Lubbock Police Department continuing to partner with the Lubbock County Sheriff's Office in staffing the Metro unit. I have attached the comparative compensation data and a detailed spreadsheet of all the associated costs.

I believe the continued participation in the Metro Unit, and the mutual cooperation and sharing of resources, has resulted in an equivalent benefit. Furthermore, the Lubbock Police Department's continued participation will not require the City of Lubbock to provide financial compensation to Lubbock County.

Please see the attachments for more detailed information.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Children's Advocacy Center of the South Plains for coordination of joint investigations involving child abuse.

Item Summary

Pursuant to the provisions of Texas Family Code, Title 5, Chapter 264, Subchapter E, the interagency agreement defines the scope and extent of the City's participation, along with other Lubbock County entities and agencies, in a county-wide collaborative effort to promote child welfare services. A team approach among participating entities and the establishment and maintenance of child-friendly environments are emphasized. Specific roles for participating entities are defined to minimize the trauma and other negative effects on children who are often associated with child abuse and to assist in the joint investigations of such abuse.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the 2022 Interagency Agreement (the 2022 Lubbock County Memorandum of Understanding) and related documents (including the 2022 Working Protocols for Lubbock County), between the City of Lubbock and other certain entities operating within Lubbock County, to coordinate activities and responses related to the investigation of child abuse within the county. Said 2022 Agreement and related documents are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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LUBBOCK COUNTY
MEMORANDUM OF UNDERSTANDING

This MOU is based upon and is in accordance with the Texas Family Code, Title 5, Chapter 264, subchapter E "Children's Advocacy Centers".

MISSION STATEMENT

The mission of the Lubbock County Child Protection Team is to more effectively protect the children of this community by consolidating the community investigative, legal, and social services provided by the Lubbock County Criminal District Attorney's Office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Children's Advocacy Center of the South Plains (CACSP), the Texas Department of Family and Protective Services, the Health and Human Services Commission the TTUHSC C.A.R.E. clinic, the Forensic Nurse Staffing of West Texas group, and the LUBBOCK RAPE CRISIS CENTER – d.b.a. Voice of Hope into one collaborative effort. In support of this mission, the Lubbock County Child Protection Team has the following goals:

1. Minimizing re-victimization of children and protective family members as they go through the investigation, assessment, intervention, and prosecution process; and

2. Maintaining a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

We recognize that one of the primary tools to be utilized in the achievement of the aforementioned goals will be intake reports generated by the Department of Family and Protective Services (DFPS) Statewide Intake and delivered to the children's advocacy center. We understand that the children's advocacy center's role in reviewing the reports is to review and identify Statewide Intake reports within the case acceptance criteria as defined by the children's advocacy center's/MDT's Working Protocol and facilitate children's advocacy center/multidisciplinary team services related to case investigation, assessment, and intervention. In addition, we understand that the children's advocacy center's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the children's advocacy center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

THE CHILD PROTECTION TEAM

The members recognize that the best interest of the child is served when investigations and services are coordinated and when agencies collaborate in a way that is mutually supportive. Each member accepts and supports the value of the role and contribution of every other member and agrees to support the collaborative effort. This includes the commitment of resources to the Team and the sharing of information to the extent allowed by law. The members also commit to an ongoing evaluation of the collaborative effort.

OTHER INFORMATION

A. All State and Federal confidentiality laws will be followed in connection with this agreement
B. This agreement can be terminated by any party without cause by giving written notice to the other parties
C. The CACSP does not discriminate based on race, color, national origin, religion, sex, disability, and age in the delivery of services.
D. This agreement must be reviewed, revised as needed and re-executed, at a minimum, every three years, upon significant changes to this document, or upon a change of authorized partner agency signatories.
E. The undersigned MDT partners agree to the contents and terms of this Agreement.

[THIS AGREEMENT WILL BE EXECUTED IN MULTIPLE COUNTERPARTS]

[SIGNATURE PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

FOR THE LUBBOCK COUNTY CRIMINAL DISTRICT ATTORNEY:

Sunshine Stanek
Lubbock County Criminal District Attorney

Date

FOR THE LUBBOCK COUNTY SHERIFF'S DEPARTMENT:

_____ _____

Kelly Rowe Date
Lubbock County Sheriff

FOR THE CITY OF LUBBOCK:

Floyd Mitchell
Lubbock Police Department Chief

Date

ATTEST:

Becky Garza
City of Lubbock Secretary

Date

APPROVED AS TO FORM:

John Grace
Assistant City Attorney

7-25-2022
Date

FOR THE CITY OF RANSOM CANYON:

James Hill
Ransom Canyon Police Chief

Date

FOR THE CITY OF SLATON:

_____ _____

Trevor Barnes
Slaton Police Chief

Date

FOR THE CITY OF IDALOU:

David Wilson
Idalou Police Chief

Date

FOR THE CITY OF NEW DEAL:

Michael Hobson
New Deal Police Chief

Date

FOR THE CITY OF ABERNATHY:

_____ _____

Luis Villarreal
Abernathy Police Chief

Date

FOR THE CITY OF WOLFFORTH:

Rick Scott
Wolfforth Police Chief

Date

FOR THE CITY OF SHALLOWATER:

Brian Williams
Shallowater Police Chief

Date

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

Dr. Patti Patterson
TTUHSC Director of Child Abuse Pediatrics

Date

FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICES OF HOPE:

_____ _____

Kristin Murray Date
Lubbock Rape Crisis Center – D.B.A. Voice of Hope
Executive Director

FOR THE TEXAS DEPARTMENT OF FAMILY PROTECTIVE SERVICES:

_____ _____

Tonya Harmon Date
Regional Director
Texas Department of Family Protective Services - CPI

_____ _____

George Cannata Date
Regional Director
Texas Department of Family Protective Services – CPS

_____ _____

Cody Minze Date
District Director
Texas Department of Family Protective Services – APS

_____ _____

Joanna Golliday Date
Child Care Investigator Deputy Director
Texas Department of Family Protective Services

_____ _____

Marshall Davidson Date
Regional Director
Special Investigations

FOR THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION:

David Kostroun
Deputy Executive Commissioner for Regulatory Services
Health and Human Services Commission

Date

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

_____ _____

Donna Neel Date
Forensic Nurse Staffing of West Texas

FOR THE CHILDREN'S ADVOCACY CENTER:

_____ _____

Michael Lambert Date
Children's Advocacy Center Board President

_____ _____

Derek Danner Date
Children's Advocacy Center Executive Director

WORKING PROTOCOLS

LUBBOCK COUNTY

All State and Federal confidentiality laws will be followed in connection with this agreement. The Agreement may be terminated by written notice, submitted to all parties (signatories). Any party seeking to terminate the Agreement must give thirty (30) days notice.

Mission Statements

The mission of the Children's Advocacy Center of the South Plains, Texas, Inc. (CACSP) is to bring together community resources to speed the healing of child victims of abuse and other forms of trauma.

The mission of the Child Protection Team for Lubbock County is to more effectively protect the children of this community by consolidating the community investigative, legal, and social services provided by the Lubbock County District Attorney's Office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Texas Tech University C.A.R.E. clinic, the Lubbock Rape Crisis Center-d.b.a. Voice of Hope, the Forensic Nurse Staffing of West Texas group, the CACSP, and the Health and Human Services Commission into one collaborative effort

The South Plains area consists of the following counties: Lubbock, Bailey, Crosby, Cochran, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry, and Yoakum.

Multidisciplinary team (MDT) members

The Multidisciplinary team members for Lubbock County include the Lubbock County Criminal District Attorney's office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Texas Tech University C.A.R.E. Clinic, the Forensic Nurse Staffing of West Texas group, the Lubbock Rape Crisis Center – d.b.a. Voice of Hope, the CACSP, and the Health and Human Services Commission.

Roles and Responsibilities

Lubbock County Criminal District Attorney's office:

- Represents the Department of Family and Protective Services in criminal cases involving child abuse and neglect
- Assists law enforcement with all aspects of criminal investigations of child abuse
- Assists with grand jury subpoenas, search warrants, and decisions on filing charges
- Reviews all criminal child abuse cases for presentation to the grand jury, closure, or return for further investigation
- Prosecutes all criminal cases of physical abuse, sexual abuse, and neglect of a child
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

Lubbock, Ransom Canyon, Slaton, Idalou, New Deal, Abernathy, Wolfforth, and Shallowater Police Departments

- Investigates all criminal cases of physical abuse and neglect of children who are 16 years of age and younger and sexual abuse of children younger than 17 years of age in the above-named cities of Lubbock County, Texas.
- Will make referrals to CACSP that meet the target population we serve
- If a sexual assault is reported within 120 hours after the assault the department shall request a forensic medical examination. If after the 120 hours, the department shall request for a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scene
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

Lubbock County Sheriff's Office

- Investigates all criminal cases of physical abuse and neglect of children who are 16 years of age and younger and sexual abuse of children younger than 17 years of age in Lubbock County
- Will make referrals to CACSP that meet the target population we serve
- If a sexual assault is reported within 120 hours after the assault the department shall request a forensic medical examination. If after the 120 hours, the department shall request for a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scene
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

Texas Tech University Health Sciences C.A.R.E Center and Child Abuse Pediatrics

- Performs forensic sexual abuse exams
- Performs physical abuse/neglect exams
- Review at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant"
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Shares exam result information at case review meetings and with other members of the MDT.

Forensic Nurse Staffing of West Texas group

- Performs forensic sexual abuse exams of children on acute cases presenting at the local hospital emergency rooms
- Review at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant.
- May perform forensic sexual abuse exams of children on non- acute cases that present at the local hospital emergency rooms or make referral to the C.A.R.E. Center.
- Informs and shares information with the CACSP about any children's cases they deal with

- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Shares exam result information at case review meetings and with other members of the MDT

Lubbock Rape Crisis Center – d.b.a. Voice of Hope

- Accompanies sexual assault victims at local hospital emergency rooms
- Assures that child victims of sexual assault are not interviewed at the hospital
- Gathers information from caregivers and outcry witnesses
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings and shares pertinent case information on cases seen at Lubbock hospitals

Texas Department of Family Protective Services

- Investigate allegations of child/elder/disabled abuse and neglect by parents, relatives, or caretakers
- Will make referrals to CACSP that meet the target population we serve
- The following circumstances require a response by a children's advocacy center (CAC) multidisciplinary team. DFPS must attempt to contact the local CAC before making initial contact with a child who is the subject of a report of abuse that:

  • Is made by a professional reporter and:

  • alleges sexual abuse of a child; or

  • is a type of case handled by a local CAC according to the local CAC's working protocols; or

  • Involves a child fatality in which there are surviving children in the deceased child's household or under the supervision of a caregiver involved in the child fatality.
- Assess and address any issues related to the child's protection, including issues of present or future risk of abuse or neglect
- If a sexual assault is reported within 120 hours after the assault the department shall request a forensic medical examination. If after the 120 hours, the department shall request for a medical examination at the C.A.R.E. Center.
- If risk is identified, provide services to families and children to reduce the risks and alleviate the effects of abuse and neglect
- Coordinates with community resources, family members, and the courts to address any factors affecting the child's ongoing safety

- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to the CAC) and a supervisor has given approval for an off-site interview
- Collaborates with other MDT members in child abuse investigations
- Attend MDT case review meetings
- Present pertinent case information at MDT case review meetings

Texas Department of Family Protective Services – Adult Protective Services in Home Investigations

- One of the mandates of DFPS – APS in Home Investigations is to investigate allegations of elder and disabled individuals and neglect by parents, relatives, or caretakers to assess and address any issues related to the individual's protection, including issues of present or future risk of abuse or neglect.
- Once risk is identified, services are provided to reduce the risks and to alleviate the effects of abuse and neglect.
- Services range from moderate in-home contact to removal of the adult from the home. Responsibilities include coordinating with outside resources, family members, and the courts to address any changing factors affecting the adult's ongoing safety.
- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to the CAC) and a supervisor has given approval for an off-site interview
- Collaborates with other MDT members in child abuse investigations
- Attend MDT case review meetings as needed
- Present pertinent case information at MDT case review meetings

Texas Department of Family Protective Services – Child Care Investigations

- One of the mandates of DFPS – CCI is to investigate allegations of abuse and neglect in childcare facilities.
- Collaborates with other MDT members in child abuse investigations
- Attend MDT case review meetings as needed
- Present pertinent case information at MDT case review meetings

Health and Human Services Commission – Adult Protective Services Provider Investigations

- Their role is to investigate allegations of abuse, neglect, and exploitation of clients receiving services in state operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disability.
- Collaborates with other MDT members in child abuse investigations
- Attend MDT case reviews as needed

Children's Advocacy Center of the South Plains, Inc.

- Provides a neutral, child-friendly environment for interviewing children about abuse or neglect via one of the following manners:
    - At the agency office in Lubbock, Texas OR
    - Travels to counties with signed agreements and interviews children using the agency's mobile interviewing equipment, when feasible OR
    - During inclement weather, when travel is not safe, investigators are asked to transport or schedule for a time when travel is safer OR
    - CACSP staff ensures the separation of victims and alleged offenders (juvenile offenders)
- Receive and review DFPS statewide intakes and contacts the appropriate investigative agencies when the intake meets CAC services criteria
- Collaborates with MDT members to prevent the re-victimization of the child by minimizing the trauma surrounding the interview and reducing the number of times a child must be interviewed
- Facilitates joint investigations and forensic interviews among MDT partner agencies
- Coordinates and facilitates MDT case review meetings on a regular basis
- Assists with MDT training
- Provides case follow-up
- Provides support services for children and families such as family advocacy, assistance with Crime Victim's Compensation paperwork, referral to social service agencies as needed, and referrals to therapy as needed
- Provides community education regarding child abuse issues
- To request CACSP services/response after normal working hours or on holidays, DFPS or Law Enforcement will contact the Associate Director or Executive Director by their cell phones. The AD and ED will maintain a current on-call schedule for CACSP staff. The AD or ED will then contact the staff on call that they MDT partners are requesting services.

Target Population

The target population for the Child Protection Team includes:

- Children between the ages of 0 to 17 involved in reports made by adults who have concerns of sexual or severe physical abuse/neglect of such children

Intake and Case Coordination Process

- The children's advocacy center's role in reviewing the reports is to review and identify Statewide Intake reports within the case acceptance criteria as defined by the CACSP's Working Protocol and facilitate CAC/MDT services related to case investigation, assessment, and intervention. In addition, we understand that the CACSP's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or MDT partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions.
- The intakes are reviewed daily Monday through Friday by the CACSP
- The intakes are then logged in Collaborate as reviewed or referred with case notes
- Upon determination of the suspected allegations, it will be the responsibility of law enforcement investigators and/or DFPS investigators to determine the need for a forensic interview by the CACSP following the criteria previously mentioned.
- It is the responsibility of DFPS and/or Law Enforcement to collaborate and make direct referrals when the CACSP does not receive an intake or is a non DFPS matter
- The *preferred* location is CACSP for forensic interviews is at the established neutral, child-friendly, safe site in Lubbock County.
- In cases where a DFPS investigator determines that a school visit is most appropriate there will need to be approval from a DFPS supervisor.

Definitions

Forensic Interviewers:

- Forensic Interviewers have specialized training equipping them to talk with alleged child victims in a safe environment and in a developmentally appropriate, non-suggestive manner.
- By meeting the informational needs of the various investigative agencies, forensic interviewers can eliminate the need for unnecessarily duplicative interviews by multiple individuals.
- Forensic interviews for children between the ages of 2 to 17 who have made an outcry of sexual or severe physical abuse/neglect
- Children considered to be at risk for sexual or severe physical abuse/neglect due to reported allegations of abuse for other children
- Developmentally delayed adults over the age of 17 who are suspected victims of abuse/neglect
- Children who have been witnesses to abuse/neglect, domestic violence, kidnappings, homicides, suicides
- Child fatality in which there are surviving children living in the household or under supervision of a caregiver involved in a child fatality
- Present pertinent case information at MDT case review meetings

Forensic Interviews (FI)

- A developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi-structured narrative process.

- This interview is conducted by a competently trained, neutral professional utilizing research and practice-informed techniques as part of a larger investigative process.

Subsequent Forensic Interviews

- An interview to supplement the initial completed forensic interview.
- Must be a unanimous team decision
- Supplement interview to be conducted by the same Forensic Interviewer
- This would be used in cases where a child makes a disclosure about something but later on discloses additional information. (ex: child discloses fondling at initial FI but later discloses oral sex as well)

Multi-Session Forensic Interview (MSFI)

- One forensic interview completed over multiple sessions for children and cases with special considerations
- Must be a unanimous team decision
- Suitable for
    - Children with disabilities
    - Children from diverse cultural backgrounds
    - Preschool children
    - Children who have experienced extreme trauma
    - Children who are victims of human trafficking

Forensic Interview Process

- Intakes of initial reports of abuse/neglect will be go through law enforcement and/or DFPS. CACSP will also receive and review DFPS statewide intakes and contact the appropriate investigative agencies when the intake meets CACSP services criteria.
- DFPS and HHSC will assume responsibility for referring cases in which they are involved that meet the target population. Law enforcement agencies will need to refer those cases that do not fall under the jurisdiction of DFPS that meet the target population.
- Scheduling, Notification of other partner agencies
    - The CACSP will only take appointments for forensic interviews from law enforcement and/or DFPS investigators
    - Appointments will be scheduled via a phone call either to the CACSP office in Lubbock or the Executive Director or Associate Director's cell phone.

- If investigators cannot get in touch with the SWI Coordinator, Associate Director, a phone call should be made to the Executive Director at the CACSP office or to the E.D.'s cell phone. The E.D. will then assist in setting up the appointment.
- Only the SWI Coordinator and Associate Director may schedule forensic interviews. No other CACSP staff has the authority to schedule interviews for the interviewers except for the Executive Director.
- Cell phone numbers for the Associate Director and Executive Director will be provided to all investigators.
- It is the responsibility of the investigator making the forensic interview appointment to notify any other MDT members that could be involved in the investigation about the appointment (i.e.: cases where DFPS and law enforcement will be working a case simultaneously).

- CACSP will conduct emergency forensic interviews after hours, weekends and holidays. To request CACSP services/response after normal working hours or on holidays, DFPS or Law Enforcement will contact the Associate Director or Executive Director by their cell phones. The AD and ED will maintain a current on-call schedule for CACSP staff. The AD or ED will then contact the staff on call that the MDT partners are requesting services.

- Who conducts interviews
  - Interviews may only be conducted by the CACSP's appropriately trained forensic interviewers
  - Interviewers will conduct the interviews using a Semi-Structured Narrative Process
  - Interviewers will utilize interview aids when necessary to assist a child and/or adult with disabilities in communicating about an event. All interviewers will be properly trained and familiar with field tested and accepted methods on how to properly use interview aids as taught in all forensic interview core curriculum training. Interview aids may include, but are not limited to, one or more of the following:
    - Anatomical Diagrams
    - Anatomical Dolls
    - Baby Dolls
    - Paper to allow the child to write or make free hand drawings to help describe something to the interviewer.
    - Flash Cards; and/or
    - Other items to help active or distracted children focus, concentrate and communicate with the interviewer (i.e. paper, crayons, markers, shape sorter, playdough and other miscellaneous items deemed necessary by the trained interviewer).

- Should the need arise, forensic interviewers may present physical evidence during the interview (i.e., photos, text messages, writings or drawings done by the child before the interview, etc.) Each case will be discussed by all team members involved to make a team decision on whether or not evidence should be presented during the interview.
- Criteria for selecting an interviewer for a specific case will include Spanish speaking or the investigators state the parents/child have a preference male or female.
- The only people in the interview room are the forensic interviewer and the individual being interviewed and any interpreter necessary to conduct the interview

- Who must be present for observation
  - Lead investigators must be present in the observation of the forensic interview.
  - If an investigator (law enforcement or DFPS) is not present, the interview will not take place.
  - Others allowed to observe the interview include other representatives of the MDT partner agencies and CACSP staff and representatives.
  - Parents/guardians and other parties who are not members of the MDT partner agencies or the CACSP will not be allowed in the observation room during an interview.
- Procedures for team staffing (pre and post interview)
  - Investigators may staff with the forensic interviewers prior to the interview if desired.
  - This staffing will be to share pertinent case background and information.
  - Investigators may also staff the case with the forensic interviewer, family advocate, other investigators, and supervisors after the interview.
  - Decisions about whether a case meets the requirements for MSFI should be made during the pre-interview staffing or post-interview decision making.
- Procedures for communications with parent/guardian pre/post interview
  - Investigators will be responsible for communicating with parents/guardians to advise of appointments for forensic interviews or the need for multiple session forensic interviews.
  - Investigators will be responsible for meeting with parents/guardians after the interview.
  - The CACSP family advocate or other CACSP representative will be responsible for assisting parents/guardians in completing intake paperwork at the interview appointment.
- Digital Recording procedures
  - All cases scheduled for a forensic interview at the CACSP office, the mobile interviewing unit, or at local law enforcement and/or DFPS offices will be digitally recorded.

- Which interviews will be digitally recorded
    - All forensic interviews involving outcries and/or reports of child abuse/neglect that fit the criteria will be digitally recorded.
    - DFPS investigators who decide to have the Forensic Interviewer interview a child at school are responsible for audio-taping the interview.
- Operation of digital recording equipment
    - The Forensic Interviewers are responsible for operation of digital recording equipment.
- Communication between the team and the forensic interviewer
    - The case team (investigators, forensic interviewer, family advocate) will have a pre-interview meeting to discuss any pertinent information related to the case
    - The forensic interviewer will take a break after the conversation regarding the allegations with the child.
    - At that time the FI will enter the observation room for discussion with the team regarding any additional questions, needed clarification, or additional concerns that have arisen regarding the forensic interview of the victim.
    - The above may be repeated as many times as needed.
- Issues involving ownership, storage, duplication, viewing of video
    - A digital recording of an interview of a child is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the video recording is the property of the attorney involved in representing the department in civil action alleging child abuse or neglect. If the matter involving the child is not prosecuted, the digital recording is the property of the department if the matter is an investigation of the department of abuse and neglect. If the department is not investigating or has not investigated the matter, the video recording is the property of the agency that referred the matter to the center.
    - The CACSP does not usually store copies of the interviews. The investigating agency has sole responsibility for storage of digitally recorded interviews. (**Exceptions to this are delineated below).
    - The CACSP will provide additional copies of the digital recording to other partner agencies participating in the investigation as needed
    - Digital recordings are the property of the investigating agency and thus it is their discretion as to who may view those digital recordings. The exception to this being those cases selected by forensic interviewers for peer review.
    - ** The CACSP Forensic Interviewers have the right to make copies of some of the interviews with the permission of parents/guardians.

- **These copies are for the purpose of peer review meetings where forensic interviewers meet with other forensic interviewers for the purpose of additional training and critique from their colleagues.
- **Another purpose for the copies is to assist the CACSP in the role of training law enforcement officers on the CACSP model and procedures.

Joint investigations

- Procedures for notifying other agencies of interviews
  - Lead investigators are responsible for notifying investigators from partner agencies of interviews (i.e., DFPS will notify law enforcement and vice versa in cases that could involve criminal proceedings).
- Procedures for developing joint strategies
  - Each agency will work with and assist the others and the Center to ensure that the best interest and protection of children will be served.
  - The appropriate law enforcement agency is to investigate and determine whether or not a crime has been committed, and to present information to the proper authorities for prosecution.
  - The Texas Department of Family and Protective Services (DFPS) is responsible for the protection of children/elders/disabled from harm by their parents or others responsible for their care. DFPS is responsible for conducting a civil investigation and taking whatever action necessary to protect the children from further harm, if DFPS deems such action necessary.
  - Health and Human Services Commission Adult Protection Services Provider is responsible for investigate allegations of abuse, neglect, and exploitation of clients receiving services in state operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disability.
  - The office of appropriate prosecuting authority is responsible for assessing and handling the civil and criminal legal aspects of the case in accordance with civil and criminal law.
  - Appropriate medical personnel will be responsible for providing the medical direction.
  - Mental health direction will be provided by the Center's Director of Clinical Services.
- Procedures for sharing information and reports
  - All MDT partner agencies will assume responsibility for sharing pertinent case information with other MDT partner agencies on a regular basis.

- Information sharing may take place during staffing and/or during MDT case review meetings as well as e-mails and phone calls.

- The end goal is providing the best services, build the strongest case for the best overall outcome for the families we serve.

MSFI considerations

- If determined by the Case Team after the initial forensic interview that a MSFI is needed, it will be conducted by the managing forensic interviewer
- The Case Team will agree on the scheduling of the impending interviews
- Sessions should be scheduled close together (later the same day or the next day) when possible
- MSFI may take up to 7 sessions (usually finished with 2-3 sessions)
- Each session will be recorded on a separate DVD and labeled "session ___ of ___"
- All tools used during the interviews will be turned over to the investigators after each MSFI session
- Staffing at MDT case review will occur as usual with continued discussion at subsequent case review meetings until the case is resolved
- For each session the "Case Team" will consist of the same MSFI trained Forensic Interviewer and when possible, the same investigators from law enforcement and/or DFPS and HHSC as were involved in the initial session.
- "Comfort" gifts should not be given to the child until the conclusion of all sessions
- Courtesy interviews – the CACSP MSFI-trained forensic interviewer should consult with the prosecuting attorney prior to starting the MSFI

Separation of Victims and Alleged Perpetrators

- CACSP staff ensures the separation of victims and alleged offenders (juvenile offenders)
- Juvenile perpetrators of sexual abuse may be interviewed for the purpose of establishing whether they have been victims of sexual abuse at the request of investigators. These interviews will be conducted separate and apart from the victim interviews.
- Alleged perpetrators will remain separated from victims by sight and sound by placing them in the lobby with parent/caregiver which has secure access into the main building by a security code lock

Team Meeting/Case Review Process

- Cases reviewed are those that have met the criteria for a forensic interview, received other CAC services (i.e., SANE, or other medical examination) when the child is too young or non-verbal for a forensic interview

- Case review meetings for Lubbock County will be held twice monthly usually on the 1st and 3rd Thursday of each month at 9:30 a.m. at the CACSP office in Lubbock, Texas. The CACSP reserves the right to schedule the case review meeting at a different day or time as needed. Notification of change will be sent via e-mail, fax, or phone calls.

- Representatives of each partner agency are required to attend each case review meeting: Law Enforcement, DFPS, the CACSP, Prosecutor's office, C.A.R.E. clinic staff, WT Forensic Nurse Staffing, Voice of Hope Executive Director or other paid staff, and the Sheriff's office. If the investigator working the case is not present – those who are representing that agency will need to have information on and be prepared to discuss the case during the meeting.

- DFPS CCI, DFPS APS in Home Investigations, and HHSC Provider Investigations are only required to have a representative at the case review meeting if they have a case on the case review list.

- The CACSP staff has the responsibility of including APS in Home Investigations and CCI cases on the case review list and sending an assigned representative the case review list, as needed.

- Cases are reviewed at the next case review meeting following the interview and at each case review meeting thereafter until final disposition.

- MDT partner agencies may request cases for review that do not fall in the required review category. These cases could be where Law Enforcement or DFPS did not request a forensic interview or any other CACSP service but want the MDT to discuss/review the investigation. This can be accomplished by contacting the MDT coordinator to place it on the MDT list.

- The Lubbock Forensic Interviewer or other designated representative of the CACSP is responsible for generating the case list and agenda for each meeting. The list and agenda are disseminated via encrypted e-mail the week of the meeting.

- MDT case review meetings are facilitated by the Executive Director or other designated CACSP representative.

- CACSP staff is responsible for documentation of the outcome of case review and information will be entered into the agency case tracking system database.

- Any recommendations from the team regarding concerns about the family should be followed-up with by the lead investigator or the family advocate and a report made at the next case review meeting as to the status of the recommendations.

- Case disposition should be communicated to CAC staff at case review meetings by investigators and if unable to attend the meeting provide the information by phone or email.

- The appropriate prosecution authority's office can be available to conduct preliminary intake of cases for initial filing decisions at each staffing.

Case Tracking

- CACSP provides case tracking via CACTX Collaborate, cases receiving services are entered into the database. The cases that are identified based on pending criminal charges and civil dispositions due to law enforcement and/or DFPS involvement and are tracked through completion.

- CACSP will also monitor cases and update the database when services are accessed through completion

- MDT partner agencies may contact CACSP staff regarding information in the database

- The information is available for statistical information, grant reports, and team members

Mental Health Component

- The CAC provides free Trauma Focused Cognitive-Behavioral Therapy for abused children and their non-offending caregivers, siblings, etc. that meets the target population at a designated location or the child's school. The funding is provided by grants and volunteers.

- Therapy is not a part of the forensic process and is not intended for gathering information of abuse. Therapy is about helping the child heal from trauma and should only be started after the forensic interview has been completed.

- If investigators decide to refer the child off-site for a forensic evaluation, therapy may not begin until after that process has been completed.

- Therapists at the CACSP do not conduct forensic evaluations to determine whether abuse has taken place.

- Therapy is provided by four full time therapists, one part time therapist.

- Therapy is also provided by four graduate student interns supervised by the CACSP contracted supervisor.

- Interns providing therapy are master and doctoral level graduate student interns in a counseling/therapy field.

- Therapy/counseling is offered to individuals and families as well as in group settings.

- Therapy can also be conducted through tele-health.

- Referrals for therapy may be initiated by CACSP staff or any MDT partner agency staff.

- The initial appointment for therapy is scheduled by the Family Advocate or the Executive Director. Therapists are responsible for subsequent appointments.

- Referrals to other therapy resources will be made when all CACSP therapy slots are filled or when the child did not make an outcry during their FI
- Information on progress in therapy requires a release of information form and may be shared at case review meetings.
- Expectations of the CACSP mental health providers include providing feedback at case review meetings, preparing children for court, and providing copies of therapy case notes upon subpoena.
- Volunteers and staff monitor (both visual and auditory) families in the building for therapy to keep an eye on any sexually reactive children who may be attending therapy as well as to assure that adults are not freely entering other offices where confidential documents may be kept.
- MSFI consideration: Referrals to mental health services should be made at the conclusion of MSFI sessions. The exception to this would be with victims of human trafficking.
- Therapist will serve as clinical consultant to the MDT on issues relevant to child trauma and evidence-based treatment.
- Present pertinent case information at MDT case review meetings

Medical Component

Inability to pay for a forensic medical evaluation does not present a barrier to receiving one in our area that meets the target population we serve. Exams that are performed at the hospitals are requested by the Police Department or Sheriff's office. SANE will be reimbursed through a fund out of the Victim's Services Office of the Attorney General. If a family has medical insurance, it can be billed to their insurance, however not having insurance does not exclude anyone from getting an exam if needed.

- The CACSP collaborates with the Texas Tech Health Sciences Center C.A.R.E. clinic and Forensic Nurse Staffing of West Texas (FNSWT) affiliated with Covenant Health Systems and University Medical Center who provide forensic sexual abuse exams.
- If a sexual assault is reported within 120 hours after the assault, DFPS or Law Enforcement shall request a forensic medical examination. If after the 120 hours, DFPS or Law Enforcement shall request for a medical examination at the C.A.R.E. Center.
- Exams for sexual assaults that have occurred within 120 hours (acute exams) should be referred to the emergency rooms at the above-mentioned hospital. If patients present at the ER for a non-acute sexual assault case, the ER staff will notify the SANE on-call. The SANE on-call will evaluate the patient and determine whether a SANE exam should be performed or if the patient would be best served by a referral to the C.A.R.E. Center. The SANE on-call will notify the CARE Center of the patient's information they are referring.
- Exams not considered acute (assault has taken place more than 120 hours ago), can be seen Monday through Friday between 8 and 5 may be scheduled with the TTUHSC C.A.R.E.

clinic by calling that agency at (806) 743-7770. Exam appointment may be scheduled by the investigator or by CACSP staff (at the request of investigators).

- Forensic interviews generally will occur after an acute SANE exam and usually before a non-acute exam.
- Forensic sexual abuse exams are conducted by specially trained Sexual Assault Nurse Examiners only.
- Medical services results may be shared with the MDT at case reviews as well as in written fashion to investigators by medical personnel providing the service.
- Exams for physical abuse are at the direction and discretion of the investigators (law enforcement or DFPS).
- Medical examinations/reports provided by a medical provider that is not an MDT partner shall be referred by DFPS or Law Enforcement to the MDT medical partner for review.
- Medical providers are expected to attend case reviews and be prepared to discuss exam results. Medical providers may also provide reports to the investigators regarding exam results.
- CACSP agrees to pay an amount of $1250.00 per month as a retainer fee to TTUHSC C.A.R.E. clinic. This amount is reimbursed to CACSP through an agreement with Lubbock County. Billing for this amount will come from the TTUHSC C.A.R.E. clinic to the CACSP. Billing may also be filed with health insurance or Medicaid when clients have these available and may also be filed with Crime Victims Compensation and are ultimately the responsibility of the department requesting the exam.
- Circumstances under which a medical evaluation is recommended:
    - For acute/hospital cases - All ER patients are screened and cleared medically by the ER physician prior to the SANE exam. SANE's consult with the ER physician following the forensic exam if needed for additional treatment or follow-up care.
    - For C.A.R.E. cases – where there are allegations or an outcry of sexual abuse.
- Purpose of the medical evaluation:
    - For acute/hospital cases - To screen for injuries and/or underlying medical conditions aside from the sexual assault
    - For C.A.R.E. cases – to determine if there are any physical findings to corroborate a sexual assault
- How the medical evaluation is made available:
    - For acute/hospital cases – once it has been determined by medical staff and an investigator that an exam is necessary there is contact made to a West Texas Forensic Staff SANE on-call to present themselves at the hospital to do the exam

- For C.A.R.E. cases – an appointment is scheduled by the investigator or by CACSP staff if requested by the investigator

- How emergency situations are addressed:
  - For acute/hospital cases - Emergency situations are handled by the hospital Emergency Department physicians
  - For C.A.R.E. cases – emergency cases can be seen between 8-5 weekdays
- How multiple evaluations are limited:
  - The Forensic Nurse Staffing of West Texas and the C.A.R.E. clinic will contact each other to make sure an exam was not already done at the other department
- How medical care is documented:
  - For acute/hospital cases - The medical evaluation and hospital staff nursing notes are available in the patient's medical record. The forensic files are kept separate from the patient's hospital chart.
  - For C.A.R.E. cases – the SANE report includes history taking as well as the results of the examination. These are shared with the investigator and talked about at case review.
- How the medical evaluation is coordinated with the MDT in order to avoid duplication of interviewing and history taking:
  - There is communication at the MDT case review about whether an exam was already done and whether one is needed or not.
- Procedures for medical intervention in cases of suspected physical abuse and maltreatment, if applicable:
  - For acute/hospital cases - emergency room personnel contact DFPS and/or Law Enforcement in those cases
  - For C.A.R.E. cases – DFPS and/or Law Enforcement are contacted regarding the concerns
- Present pertinent case information at MDT case review meetings

Victim Advocacy Component

- The CACSP is responsible for providing a family advocate for clients accessing CACSP services that meets the target population we serve.
- Initial contact between the family and the CACSP family advocate occurs when the family comes in for the forensic interview appointment.
- The Family Advocate (or if necessary trained CACSP staff) provides the following services to families:

- Sits with the non-offending caregivers while other CACSP services are being conducted
- Explains the MDT response for all cases whether a forensic interview cannot be conducted i.e.: too young, non-verbal
- Explains when conducted the process of a forensic interview
- Assists the family with filling out intake paperwork
- Explains the rights families have in the process
- Explains Crime Victim's Compensation and assists in filling out paperwork
- Explains crime victims' rights
- Assesses the families for unmet needs and makes referrals to social service agencies for those unmet needs
- Education regarding the dynamics of abuse
- Provides families with trauma symptom checklist
- Provides crisis intervention when needed
- Discusses the importance of therapy with the family and makes referrals for therapy to the CACSP clinical director
- Explain the medical forensic evaluation to families
- Makes follow-up phone calls to families to check on their progress or needs they may have
- MDT participation presenting pertinent case information at MDT case review meetings
- Is responsible for contacting families regarding an appointment for court room orientation when a case is going to criminal court proceedings
- Accompanies families to court proceedings during trial

Records Retention

It is the policy of the CACSP that all the client files are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with this chapter. Client files include but are not limited to the files, reports, records, communications, and working papers used or developed in providing services. Client data consists of such information as: name, address, names of children, children's DOB, ages, school attended, type of alleged abuse, alleged perpetrator, age and sex of alleged perpetrator. Included is information regarding who is conducting the interview, who is in the screening room watching the interview, who received the digital recording of the interview and any referral for additional services.

Confidentiality

1. All personnel involved with the operations of the CACSP, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all child sexual and physical abuse cases as outlined by the Texas Family Code.

2. All agencies/organizations participating in the MDT will immediately share pertinent case information with the appropriate agency within 24 hours. In situations involving public agency, medical staff or staff as suspected offenders, confidentiality will be maintained, and these cases will not be staffed in the weekly staffing sessions.

Conflict Resolution

Any conflicts that occur between agencies regarding cases being addressed by the CACSP and members of its Multidisciplinary Team shall be taken to their immediate supervisors. If not resolved, then the dispute will be addressed by a meeting between designated agency representatives and the CACSP Executive Director. It is the role of the CACSP to assure that continued collaboration and communication between partner agencies is encouraged and reinforced.

Other general provisions

1. All agencies will be invited and encouraged to attend training sponsored by the CACSP. The CACSP will provide financial support for professionals and volunteers to attend specialized training when possible.

2. All community volunteers must meet the criteria set by the CACSP in order to qualify as volunteers.

3. It is expressly understood that each agency will work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule, or regulation, the statute, rule, or regulation shall prevail.

4. All agencies/organizations participating in the CACSP agree to provide specially trained professionals with skills in child abuse interviewing, assessment, and investigation to be jointly assigned as teams to handle appropriate cases of child sexual and physical abuse.

5. This Agreement shall be reviewed at least every three years and shall be modified as determined by the Executive Director and the Multidisciplinary Team. The appropriate agencies will be notified and will sign the modification to the agreement. This Agreement may be modified:

    a. to conform to existing or new statutes, rules, regulations, or departmental policies which may conflict with any provisions of this agreement.

    b. to better meet the needs of families and children in the provision of child abuse related services.

c. to improve the procedures set forth in this Agreement.

d. to add or delete agencies as parties to the Agreement.

e. for such other purposes as the parties may agree.

6. The Agreement may be terminated by written notice, submitted to all parties (signatories). Any party seeking to terminate the Agreement must give thirty (30) days' notice.

7. Signatories of this Agreement will include the following agencies:

   a. Lubbock County Criminal District Attorney's Office

   b. Lubbock County Sheriff's Office

   c. Texas Department of Family and Protective Services-CPI

   d. Texas Department of Family Protective Services – CPS

   e. Texas Department of Family Protective Services – APS

   f. Texas Department of Family Protective Services- CCI

   g. Texas Department of Family Protective Services- SI

   h. Health and Human Services Commission

   i. Lubbock, Ransom Canyon, Slaton, Idalou, New Deal, Abernathy, Wolfforth, and Shallowater Police Departments

   j. C.A.R.E. Clinic Director

   k. Lubbock Rape Crisis Center – D.B.A. Voice of Hope – Executive Director

   l. Forensic Nurse Staffing of West Texas - Director

   m. Board Chairperson—Children's Advocacy Center of the South Plains, Texas, Inc.

   n. Executive Director—Children's Advocacy Center of the South Plains, Texas, Inc

The undersigned MDT partners agree to the contents and terms of this Agreement.

[THIS AGREEMENT WILL BE EXECUTED IN MULTIPLE COUNTERPARTS]

[SIGNATURE PAGES TO FOLLOW]

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FOR THE LUBBOCK COUNTY CRIMINAL DISTRICT ATTORNEY:

Sunshine Stanek
Lubbock County Criminal District Attorney

Date

FOR THE LUBBOCK COUNTY SHERIFF'S DEPARTMENT:

_____ _____

Kelly Rowe
Lubbock County Sheriff

Date

FOR THE CITY OF LUBBOCK:

Floyd Mitchell
Lubbock Police Department Chief

Date

ATTEST:

Becky Garza
City of Lubbock Secretary

Date

APPROVED AS TO FORM:

John Grace
Assistant City Attorney

7-25-2022
Date

FOR THE CITY OF RANSOM CANYON:

James Hill
Ransom Canyon Police Chief

Date

FOR THE CITY OF SLATON:

_____ _____

Trevor Barnes
Slaton Police Chief

Date

FOR THE CITY OF IDALOU:

David Wilson
Idalou Police Chief

Date

FOR THE CITY OF NEW DEAL:

Michael Hobson
New Deal Police Chief

Date

FOR THE CITY OF ABERNATHY:

Luis Villarreal
Abernathy Police Chief

Date

FOR THE CITY OF WOLFFORTH:

Rick Scott
Wolfforth Police Chief

Date

FOR THE CITY OF SHALLOWATER:

Brian Williams
Shallowater Police Chief

Date

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

Dr. Patti Patterson
TTUHSC Director of Child Abuse Pediatrics

Date

FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICES OF HOPE:

_____ _____

Kristin Murray Date
Lubbock Rape Crisis Center – D.B.A. Voice of Hope
Executive Director

FOR THE TEXAS DEPARTMENT OF FAMILY PROTECTIVE SERVICES:

Tonya Harmon
Regional Director
Texas Department of Family Protective Services - CPI

Date

George Cannata
Regional Director
Texas Department of Family Protective Services – CPS

Date

Cody Minze
District Director
Texas Department of Family Protective Services – APS

Date

Joanna Golliday
Child Care Investigator Deputy Director
Texas Department of Family Protective Services

Date

Marshal Davidson
Regional Director
Department of Family and Protective Services - SI

Date

FOR THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION:

David Kostroun
Deputy Executive Commissioner for Regulatory Services
Health and Human Services Commission

Date

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

Donna Neel
Forensic Nurse Staffing of West Texas

Date

FOR THE CHILDREN'S ADVOCACY CENTER:

Michael Lambert
Children's Advocacy Center Board President

Date

Derek Danner
Children's Advocacy Center Executive Director

Date

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 Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO. 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 Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO.

Fiscal Impact

Not known at this time. There will be an increase in costs due to an upgrade to the voting system, pursuant to Section 129.003 Texas Election Code - Paper Audit Trail Required.

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 Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO, to conduct elections on behalf of the City of Lubbock; and

WHEREAS, the Hart Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO have 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:

1. THAT the City of Lubbock, the body responsible for contracting to have elections conducted on behalf of the City of Lubbock ADOPTS the Hart Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO for use in elections in Lubbock County; and

2. THAT the City of Lubbock adopts the Hart Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO to be used at all early voting and election-day polling locations in Lubbock County.

Passed by the City Council on _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Adoption of Voting System 2022 November Election

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 election services with Lubbock County and the eligible governmental units for said joint election(s), October 1, 2022 through September 30, 2023.

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 county; 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 may also conduct elections on the same uniform date and may also have contracted with the Lubbock County election officer for election services.

Fiscal Impact

$350,000 is appropriated in the proposed FY 2022-23 Operating Budget for any special elections this fiscal year.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution
Contract

RESOLUTION

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the governing body of a political subdivision to contract with a county for the county's election officer's services for 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 or more political subdivisions occupying all or part of the same county; and

WHEREAS, the City of Lubbock desires to contract with the Lubbock County Election Officer for election services for any City elections to be held through **Fiscal Year October 1, 2022 through September 30 2023**; and

WHEREAS, several other political subdivisions within Lubbock County may also conduct elections on the same uniform date and may also have contracted with Lubbock County for the County election officer's 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 **September 30, 2023.** 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 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 county 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 elections with the City of Lubbock; 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 on _____, 2022.

_____
TRAY PAYNE, 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 LUBBOCK COUNTY FISCAL YEAR 2023

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 held during Lubbock County's Fiscal Year, October 1, 2022, through September 30, 2023. 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 Duo Version 2.5 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. 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, or at the rate set by the Lubbock County Commissioners Court which is current at the time of the election, whichever is higher. The Entity will be charged an additional $25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots 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 $13.00 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 mileage at the rate adopted by the Lubbock County Commissioner's Court, currently $.625 for each mile traveled by each Early Voting Troubleshooter as per the IRS 2021 Journal of Accountancy, updated for July 1, 2022 through December 31, 2022, per IRS Announcement 2022-13.

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. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. 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 $13.00 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 mileage at the rate adopted by the Lubbock County Commissioner's Court, currently $.625 for each mile traveled by each Early Voting Troubleshooter as per the IRS 2021 Journal of Accountancy, updated for July 1, 2022 through December 31, 2022, per IRS Announcement 2022-13.

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. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. 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 $13.00 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 and all other contract fees consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit B** and incorporated herein by reference. The price list is subject to change based on action by the Lubbock County Commissioners Court.

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 fee list associated with these materials consistent with Texas Election Code Section 123 and Section 31 is attached as Exhibit B and incorporated herein by reference.

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 the Election Order and Notice duly adopted by the Entity**.** 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. For the November election, the county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2018 gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2018 gubernatorial election shall appoint the Alternate 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 B 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 B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

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
Assistant Tabulation Supervisor:	Charla Carpenter

Pursuant to Sec. 32.002 and 127.005, for the November election, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2018 gubernatorial election will submit the names of persons who are eligible to serve as the Central County Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2018 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2018 election in the county to be the Alternate Judge.

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 Partial 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.

With the assistance of the Elections Administrator, the Presiding Judge of the Central Counting Station shall provide and attest to a written reconciliation of votes and voters at the close of tabulation for election day and again after the central counting station meets for the last time to process late-arriving ballots by mail and provisional ballot. TEC Sec. 127.131(f). The form shall be posted on the Lubbock County website, www.votelubbock.org, along with election returns and results as prescribed by TEC Sec. 127.131(f).

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 secure 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"):

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims
Deputy City Attorney

==========

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

Roxzine Stinson, EA
Roxzine Stinson
Elections Administrator

APPROVED AS TO FORM:

_____
Jennifer Irlbeck
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 will work with the candidates to appear 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. For November elections, county party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator 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. Pursuant to Sec. 32.002 and Sec. 127.005 of the Election Code, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2018 gubernatorial election will submit the names of persons eligible to serve as Presiding Judge and Alternate Presiding Judge of the Central Count Station to the Commissioners Court for the November election. The Commissioners Court 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 Ballot Scanners and other election equipment, 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. . 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.

AI# 10964
Regular City Council Meeting
08/23/2022:

6. 25.

Information

Agenda Item

Resolution - City Secretary: Consider a resolution confirming the City Manager's appointment of Lewis V. Witherspoon to the Civil Service Commission.

Item Summary

Per Local Government Code Section 143.006, the chief executive of the municipality shall appoint members to the Civil Service Commission, with the confirmation of the City Council.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Roster
Resolution

Civil Service Commission

Perm/Temp Board: P

Formulates rules and standards applicable to classified civil service positions in the Fire and Police departments, monitors promotions, disciplinary actions, and the enforcement and effect of the Civil Service statutes. Members are appointed by the City Manager per Vernon's Texas Codes Annotated, Local Govt. 143.006. Three-year term. Meets the third Wednesday of each month at 8:30 a.m. QUALIFICATIONS: A person of good moral character, a United States citizen, a resident of the municipality who has resided in the municipality for more than three years, over the age of 25, and not have held a public office within the preceding three years. STAFF LIAISON: Clifton Beck, 806-775-2277

Member Size: 3

Notes: Can serve more than 3 terms only if confirmed by 2/3 vote of the municipality's governing body. Vickie Bennett and Jimmy Castillo are on their 5th Terms.

Current Appointments:

Bennett, Vickie
Member
Position: 2
Designation: Member

5th Term:
10/01/2021- 10/01/2024

Eligible for Reappointment: Yes

Email:
vlbennett@suddenlink.net

Address:
1908 57th Street
Lubbock TX 79412

District 2

Phone:
(806) 767-9821

Alt. Phone:
(806) 789-4767

Occupation:
Human Resources

Employer:
First Bank & Trust

Castillo, Jimmy
Chair
Position: 1
Designation: Member

5th Term:
10/01/2020- 10/01/2023

Eligible for Reappointment: Yes

Email:
jimmy@castillofotos.com

Address:
9108 Quincy Ave
Lubbock TX 79424

District 5

Phone:
(806) 543-0218

Alt. Phone:
(806) 543-0218

Occupation:
Graphic Designer

Employer:
(806) 543-0218

Witherspoon, Lewis
Vice Chair
Position: 3
Designation: Member

1st Term:
10/01/2019- 10/01/2022

Eligible for Reappointment: Yes

Email:
stepdog5@suddenlink.net

Address:
6724 4TH ST, APT/SUITE UNIT A
Lubbock TX 79416

District 6

Phone:
(806) 548-2420

Alt. Phone:
(806) 548-2420

Occupation:
Retired

Current Vacancies:
No current vacancies

Upcoming Vacancies:

Lewis V Witherspoon Sr
Term Ends: Oct 01, 2022

RESOLUTION

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of **Lewis V. Witherspoon** by City Manager W. Jarrett Atkinson, for a term of office of three years as a member of the Civil Service Commission of the City of Lubbock.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.CSCAppointment-Lewis V. Witherspoon 2022

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the City Manager to execute a Grant Agreement, and related documents, by and between the City of Lubbock and the Helen Jones Foundation, Inc., for the receipt of Grant Funds for the construction of a Downtown Civic Park.

Item Summary

On September 28, 2021, the City Council approved Resolution No. 2021-R0388 approving the civic park project to be located at 1301 Broadway, utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Advisory Board.

On April 15, 2022, the City of Lubbock submitted an application for support of the civic park project to Helen Jones Foundation, Inc. On July 15, 2022, the City received notice that Helen Jones Foundation, Inc. voted to support the project in the amount of $500,000, for a total contribution of $1.5 million. The grant will be distributed in January of 2023.

Acceptance of the grant must be submitted to Helen Jones Foundation, Inc. no later than September 1, 2022.

Fiscal Impact

This $500,000 grant is fully funded by Helen Jones Foundation, Inc. and therefore, does not require a local match. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution
Grant Letter
HJ 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 Grant Agreement Contract No. 16787 by and between the City of Lubbock and the Helen Jones Foundation, Inc., for grant funds for the construction of a Downtown Civic Park and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Acceptance Helen Jones Grant
08.10.22

Helen Jones Foundation, Inc.

P.O. Box 53665
Lubbock, Texas 79453-3665
Telephone (806) 791-2004 Email hjfoundation@sbcglobal.net

July 15, 2022

City of Lubbock
1314 Avenue K
Lubbock, Texas 79401 4501

Rebecca Webb, Grant Writer:

The Helen Jones Foundation, Inc. met on June 2, 2022 and approved a grant of $500,000.00 to the City of Lubbock. The grant will support the construction of a downtown park located at 1301 Broadway.

Two copies of our grant contract are enclosed to be signed by an officer of the Grantee. One is for your files while the other is to be returned to the Helen Jones Foundation, Inc. no later than **September 1, 2022**. For the check to be issued the contract has to be returned. The grant will be paid in January of 2023. A final report of the project will be turned into the Helen Jones Foundation, Inc. office by **December 31, 2023**.

By the decision made by the Helen Jones Foundation, Inc. Inc. board of directors funding for this project has ended. The board has decided to fund $1,500,000.00 for the park.

Sincerely,

James C. Arnold
President and Chief Executive Officer
Helen Jones Foundation, Inc.

Helen Jones Foundation, Inc.

P.O. Box 53665
Lubbock, Texas 79453-3665
Telephone (806) 791-2004 Email hjfoundation@sbcglobal.net

July 15, 2022

City of Lubbock
1314 Avenue K
Lubbock, Texas 79401 4501

Rebecca Webb, Grant Writer:

The Helen Jones Foundation, Inc. met on June 2, 2022 and approved a grant of $500,000.00 to the City of Lubbock. The grant will support the construction of a downtown park located at 1301 Broadway.

We must be assured that our grant will be used exclusively to carry out the project described in the application. Therefore, there shall be no administrative fee, investment fee, or earned income profits from the grant utilized to support programs other than the project described. Please signify your agreement to this policy by returning the enclosed copy of this contract by **September 1, 2022**, signed by an officer of the Grantee. If you do not return the contract by September 1, 2022 then our offer to make this grant is withdrawn. The grant will be paid in January of 2023. A final report of the project will be turned into the Helen Jones Foundation, Inc. office by **December 31, 2023**.

Sincerely,

James C. Arnold
President and Chief Executive Officer
Helen Jones Foundation, Inc.

_____
Signature of the Officer

_____
Printed name

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Texas Tech University, to provide building inspection services to facilitate the construction of a project located on Texas Tech property at 2503 Mac Davis Lane.

Item Summary

Texas Tech University (TTU) owns the property at 2503 Mac Davis Lane, and has leased this property to Red Raider Facilities Foundation (RRFF). RRFF plans to construct a football facilities project including the reconstruction of the south end zone, football training facilities, visitor locker rooms, and all adjacent buildings and systems at the TTU football stadium.

RRFF has requested that the City perform certain building inspections to facilitate the construction of the project. This proposed interlocal agreement provides for such services at the standard building permit fee rates. TTU desires to grant permission to the City to enter TTU property for the purposes of these inspections, and recommend approval of this agreement by the City Council.

At the completion of the construction project, the land will revert to TTU, and this agreement will terminate.

Fiscal Impact

All standard City of Lubbock fees for services rendered will apply to this project.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution
Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement by and between the City of Lubbock and the Texas Tech University for Building Inspection Services. 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 the _____ day of _____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

COUNTY OF LUBBOCK §

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Government Code) by and between the City of LUBBOCK, TEXAS hereinafter referred to as "CITY" and TEXAS TECH UNIVERSITY, hereinafter referred to as "TTU."

WHEREAS, TTU is a component of the Texas Tech University System, and an institution of higher education of the State of Texas operating under the general laws of the State of Texas; and CITY is a home rule municipal corporation operating under the charter of the municipality; and

WHEREAS, TTU owns the property located at 2503 Mac Davis Lane, Lubbock, TX 79409, and 2526 6th Street, Lubbock, TX 79409 ("Property"), Texas; and

WHEREAS, TTU will enter into a ground lease for such Property with Red Raider Facilities Foundation, Inc. ("RRFF"); and

WHEREAS, RRFF plans to execute a project consisting of (i) the demolition of the existing south end zone at Jones AT&T Stadium; (ii) the design, development, construction, and equipping of a new south end zone at Jones AT&T Stadium; (iii) the demolition of the existing Football Training Facility; (iv) the design, development, construction, and equipping of a new athletic training facility located adjacent to Jones AT&T Stadium, and (v) related stadium improvements (collectively "Project"); and

WHEREAS, RRFF, as a private non-profit organization, has requested the CITY to conduct certain building inspection services to facilitate the construction of the Project, and TTU desires to grant permission for the CITY to enter the Property for the purpose of conducting said building inspection services; and

WHEREAS, CITY finds that it is in the public's health safety and welfare and a public benefit to the citizens of Lubbock to provide building inspection services to facilitate the construction of the Project:

NOW THEREFORE, the following Agreement is entered by and between CITY and TTU:

1. TERM. The term of this Agreement shall be for a period commencing on the date of execution of the Agreement and ending upon The City issuing a certificate of occupancy for any buildings associated with the Project subject to earlier termination as provided in paragraph 6.

2. CITY agrees to the following:

   a. CITY shall conduct the following activities on the Property for the construction of the Project: Construction document plan review, permitting and field inspection services pursuant to Chapters 10 and 28 of the City of Lubbock Code of Ordinances for all architectural, structural, plumbing, mechanical, electrical, elevators, fire suppression, and life safety building systems.

   b. All activities conducted by the CITY as contemplated by this Agreement shall be governed by the City of Lubbock Code of Ordinances. All construction standards shall meet or exceed the standards set forth within Chapters 10 and 28 of the City of Lubbock Code of Ordinances as they may be amended for all architectural, structural, plumbing, mechanical electrical, elevators, fire suppression, and life safety building systems.

   c. CITY Fire Marshal shall conduct all plan reviews, test, and inspect all fire alarm, fire sprinkler, elevator recall, HVAC shutdown, fire alarm transmission to monitoring station, fire extinguisher placement, fire doors, and emergency egress to ensure minimum code compliance has been met for each system. At the discretion of the CITY Fire Marshal, the CITY will work in conjunction with the TTU Fire Marshal. In the case that the CITY Fire Marshal and the TTU Fire Marshal disagree as to compliance, the CITY Fire Marshal's decision shall prevail.

   d. Upon determination that the Project at the Property has met all applicable technical requirements, as determined by plan review and field inspections, a certificate of occupancy will be issued for each building by the CITY.

   e. CITY shall provide to RRFF and TTU a copy of all plan reviews, permits, inspection reports, and certificate of occupancy.

   f. CITY shall charge fees to the Project associated with all plan reviews, permits, contractor registrations, inspections, and re-inspections per the City of Lubbock Code of Ordinances for any activities conducted pursuant to this Agreement. Procedural requirements for obtaining any plan review, permits, contractor registrations, inspections, re-inspections, and a certificate of occupancy shall apply in the same manner as if the Project were within the jurisdiction of the CITY, except that compliance with locally adopted ordinances and codes will be compelled only through the decision to issue or withhold a final certificate of occupancy.

3. TTU agrees to the following:

a. TTU shall grant permission to the CITY and does hereby acknowledge the CITY has authority, jurisdiction, and right to enter the Property for the purposes of conducting all activities contemplated by this Agreement.

b. TTU shall ensure that the Storm Water Pollution Prevention Plan ("SWPPP") is prepared and implemented, and that all Notices of Intent ("NOI") are filed and permits obtained and posted on Property. TTU shall provide oversight and compliance of the Texas Commission on Environmental Quality Construction General Permit for Storm Water.

c. CITY Fire Marshal shall conduct all plan reviews, test, and inspect all fire alarm, fire sprinkler, elevator recall, HVAC shutdown, fire alarm transmission to monitoring station, fire extinguisher placement, fire doors, and emergency egress to ensure minimum code compliance has been met for each system. At the discretion of the CITY Fire Marshal, the CITY will work in conjunction with the TTU Fire Marshal. In the case that the CITY Fire Marshal and the TTU Fire Marshal disagree as to compliance, the CITY Fire Marshal's decision shall prevail.

d. TTU understands and agrees that the CITY has the authority to charge RRFF fees associated with the activities contemplated by this Agreement in accordance with the City of Lubbock Code of Ordinances.

4. HOLD HARMLESS. To the extent authorized by Texas law, the CITY and TTU shall each hold the other harmless from any claim for damages of any nature whatsoever arising from the acts of its own officials and employees in connection with this Agreement.

5. RESPONSIBILITY. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement.

6. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such thirty (30) day period.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the effective date written below, each respective party acting by and through its governing body or its designee in the manner required by law on the date herein below specified.

EXECUTED on this the_____day of, _____2022

CITY OF LUBBOCK, TEXAS

BY _____

TRAY PAYNE, MAYOR

TEXAS TECH UNIVERSITY

BY _____

LAWRENCE SCHOVANEC
PRESIDENT

ATTEST:

_____
Rebecca Garza, City Secretary

ATTEST:

Joshua Jackson
Assistant Managing Director

APPROVED AS TO CONTENT:

W. Jarrett Atkinson,
City Manager

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution approving the Easement Agreement from the Board of Regents of the Texas A&M University System, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M. 1294, for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, and authorizing the Mayor of the City of Lubbock to execute same.

Item Summary

Terms of this agreement require it be renewed every 10 years as required by state law. The current agreement was last renewed in August 2012.

Fiscal Impact

None. No fees are required to renew this easement agreement.

Staff/Board Recommending

Staff recommends execution of easement agreement with Texas A&M System or such alternative action as the City Council deems appropriate.

Attachments

CC Resolution

RESOLUTION

WHEREAS, the Board of Regents of the Texas A&M University System has requested an Easement Agreement by and between the Board of Regents of the Texas A&M University System and the City of Lubbock for an overhead electric line (the "Electric Project");

WHEREAS, the Electric Project services the Texas A&M University Agricultural Research and Extension Center;

WHEREAS, the Electric Project has already been constructed, is in service, and was covered through a prior Easement Agreement, City Council Resolution No. 2012-R0315; NOW THEREFORE,

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

THAT the City Council of the City of Lubbock hereby approves the Easement Agreement from the Board of Regents of the Texas A&M University System to the City of Lubbock, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M.1294 for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement.

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, that certain Easement Agreement from the Board of Regents of the Texas A&M University System as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto.

Passed by the City Council this 23rd day of August, 2022.

_____
Tray Payne, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, the Board of Regents of the Texas A&M University System has requested an Easement Agreement by and between the Board of Regents of the Texas A&M University System and the City of Lubbock for an overhead electric line (the "Electric Project");

WHEREAS, the Electric Project services the Texas A&M University Agricultural Research and Extension Center;

WHEREAS, the Electric Project has already been constructed, is in service, and was covered through a prior Easement Agreement, City Council Resolution No. 2012-R0315; NOW THEREFORE,

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

THAT the Electric Utility Board hereby approves the Easement Agreement from the Board of Regents of the Texas A&M University System to the City of Lubbock, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M.1294 for Texas A&M University's Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, and further recommends approval by the City Council of the City of Lubbock to approve and authorize same.

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

THAT the Electric Utility Board hereby authorizes and directs the Chairman of the Electric Utility Board to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, that certain Easement Agreement from the Board of Regents of the Texas A&M University System as attached hereto and incorporated herein as though fully set forth 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 shall not likewise approve and authorize the attached Easement Agreement within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 16th day of August, 2022.

DAN ODOM, CHAIRMAN

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT

(Overhead Electric Line)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor ("**GRANTOR**"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by Texas Education Code §85.26, for Ten Dollars ($10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS** and **CONVEYS** to the **CITY OF LUBBOCK,** a municipality of the State of Texas, as grantee ("**GRANTEE**"), its permitted successors and assigns, a nonexclusive easement (the "Easement") for operating, maintaining, improving, patrolling, inspecting, reconstructing, repairing, replacing, and/or rebuilding an aerial electric line (the "Line"). The Easement is ten feet (10') in width on and across certain property of **GRANTOR** (the "Property"), located in Lubbock County, Texas, more particularly described as seven (7) easement sections in Exhibit A attached hereto and made a part of this Easement Agreement (this "Agreement").

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating, maintaining, improving, patrolling, inspecting, reconstructing, removing, repairing, replacing, and/or rebuilding the Line to provide service to the Texas A&M AgriLife Research and Extension Center at Lubbock. A plat of the Property showing the surface area affected by the Easement and the location of the Line and **GRANTEE's** right-of-way is depicted on Exhibit B attached and made a part of this Agreement.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Property for the purpose of operating, maintaining, improving, patrolling, inspecting, reconstructing, removing, repairing, replacing, and/or rebuilding the Line. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **GRANTEE** will clearly mark the location of the Line in a manner and to the extent such lines are generally marked by companies in the industry or as required by law. **GRANTEE** agrees to use reasonable efforts to notify **GRANTOR** at least five (5) business days prior to commencement of any repairs or replacements, unless such repair or replacement is needed in the event of an emergency. If **GRANTEE** makes repairs or replacements in an emergency, **GRANTEE** will notify **GRANTOR** after the emergency has ended. **GRANTEE** agrees to cooperate with **GRANTOR's** personnel in an onsite inspection to assess any damages resulting from **GRANTEE's** activities.

During the term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any property (real or personal), other than its own property, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as

Prepared by Office of General Counsel
TAR-Lubbock (Lubbock) 719 ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

practicable, be in like condition as before such damage or destruction. Further, during the term of this Agreement, if **GRANTOR** damages or destroys any of **GRANTEE**'s improvements or property, **GRANTOR** must, within a reasonable period of time, reimburse **GRANTEE** for the repair or replacement of the improvement or property to the extent that such improvement or property will, as nearly as practicable, be in like condition as before such damage or destruction. In addition to requiring repair or replacement, to the extent permitted by law, **GRANTOR** may, at its option, require that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, leases, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. In accordance with Texas Education Code §85.26(c), this grant is for a term of ten (10) years from the Effective Date and may be renewed only at the election of **GRANTOR**. **GRANTOR** will notify **GRANTEE** whether a renewal of this Easement is needed prior to the expiration of this Easement. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars ($100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** must remove any of its above-ground or below-ground equipment and improvements, including the Line (hereinafter, the "Improvements") from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement.

With respect to any Improvements, **GRANTOR** can elect the following by giving **GRANTEE** written notice: (a) **GRANTOR** may require **GRANTEE** to remove and dispose of all or any part of the Improvements, within sixty (60) calendar days following the date of the written notice; or (b) **GRANTOR** can undertake to remove and dispose of the Improvements at the expense of **GRANTEE**.

If removal causes injury to the Property or to any personal property of **GRANTOR**, **GRANTEE** will restore the Property or personal property at **GRANTOR's** option, and to the extent permitted by law, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to perform as required in this Section 7 within the time set forth above, **GRANTOR** will have the right to retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR's** successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE's** rights and use as set forth herein, and further does not affect the integrity of any of **GRANTEE**'s facilities, improvements, or the Line on the Property.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES, TO THE EXTENT PERMITTED BY LAW, TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, IF REQUIRED BY APPLICABLE LAW, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR** will not be liable for any costs of **GRANTEE, GRANTEE's** contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. **GRANTEE** agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with **GRANTOR**.

11. Use of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain

any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR's** notice. Upon timely correction, as determined by **GRANTOR** in its reasonable discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause outlined herein is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the

purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notice required or permitted under this Agreement must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email, or other commercially reasonable means and will be effective when actually received. **GRANTOR** and **GRANTEE** may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: The City of Lubbock
Lubbock Power & Light
Attn: Office of General Counsel
1314 Avenue K, 5th Floor
Lubbock, Texas 79401
Phone: (806) 775-2231

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance,

non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Instrument No. 201203468 of the Official Public Records of Lubbock County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.

25. Effective Date. This Agreement is deemed to be in force as of the 12th day of April, 2022, regardless of the date actually signed.

[SIGNATURE PAGES FOLLOW]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: _____
GINA JOSEPH
Managing Counsel, Property & Construction
The Texas A&M University System

APPROVED AS TO FORM:

_____
JENNIFER WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me this ____ day of _____, 2022 by **GINA JOSEPH**, Managing Counsel, Property and Construction of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.

_____
Notary Public in and for
The State of Texas

Prepared by Office of General Counsel
City of Lubbock (Lubbock) TAR Aerial Elec. ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

GRANTEE ACKNOWLEDGMENT

GRANTEE:

City of Lubbock, acting by and through the ELECTRIC UTILITY BOARD

Dan Odom, Chairman of the Electric Utility Board

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, General Counsel

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on August 11th, 2022, by Dan Odom, Chairman of the Electric Utility Board of the City of Lubbock, Texas home rule municipal corporation, on behalf of said Electric Utility Board.

BEATRICE MARIE DUENEZ
Notary Public, State of Texas
Comm. Expires 07-24-2023
Notary ID 132100698

Notary Public, State of Texas
My commission expires: 7-24-2023

Prepared by Office of General Counsel
City of Lubbock (Lubbock) TAR Aerial Elec. ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

GRANTEE:

CITY OF LUBBOCK, TEXAS, acting by and through the City Council

_____

Tray Payne, Mayor of the City of Lubbock

ATTEST:

_____

Rebecca Garza, Board Secretary

APPROVED AS TO CONTENT:

_____

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

_____

Jenny Smith, General Counsel

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on_____,_____, 2022, by Tray Payne, Mayor of the City of Lubbock, Texas home rule municipal corporation, on behalf of said home rule municipal corporation.

_____

Notary Public, State of Texas
My commission expires: _____

Prepared by Office of General Counsel
City of Lubbock (Lubbock) TAR Aerial Elec. ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

EXHIBIT "A"

Seven City of Lubbock – Lubbock Power & Light – Overhead Electrical Easements located in Section 36, Block A, Lubbock County, Texas being described as follows:

1. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 261 feet and N 88°31'03" E 1,339 feet, thence West a distance of 83 feet.

2. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 505 feet and N 88°31'03" E 1,339 feet, thence West a distance of 730 feet.

3. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 1,121 feet and N 88°31'03" E 649 feet, thence West a distance of 4,180 feet.

4. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 2,553 feet and N 88°31'03" E 30 feet, thence West a distance of 1,803 feet.

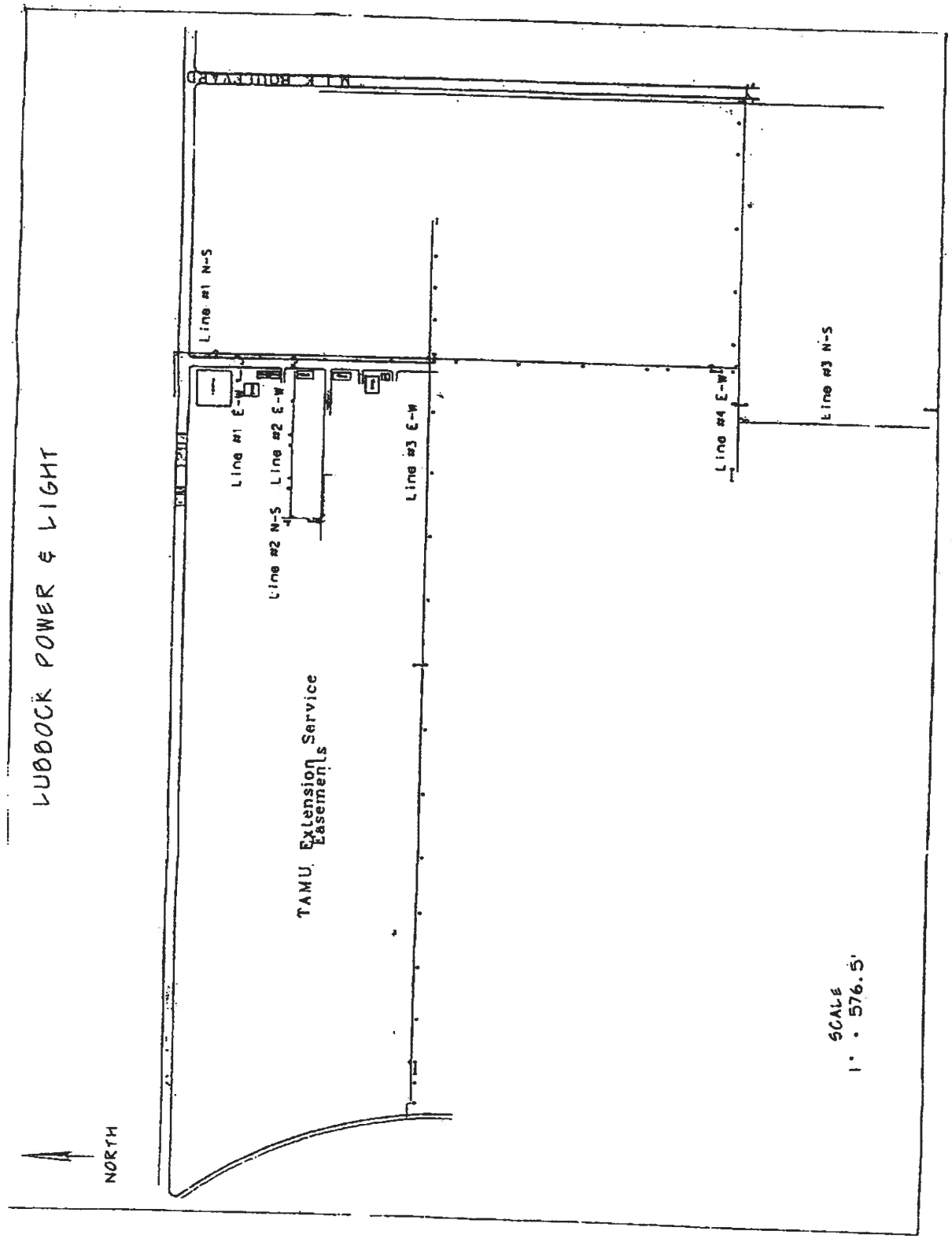
5. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 50 feet and N 88°31'03" E 1,302 feet, thence South a distance of 2,618 feet.

6. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 506 feet and N 88°31'03" E 2,044 feet, thence South a distance of 183 feet.

7. A ten (10) foot overhead electrical easement extending five (5) feet on each side of the following described centerline: Beginning at a point from whence the northeast corner of Section 36 bears N 01°28'57" E 2,553 feet and N 88°31'03" E 1,543 feet, thence South a distance of 875 feet.

Prepared by Office of General Counsel
City of Lubbock (Lubbock) TAR Aerial Elec. ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

EXHIBIT "B"



Prepared by Office of General Counsel
City of Lubbock (Lubbock) TAR Aerial Elec. ESMT 2022060004
Legal Files No. 2012-0029772-T010
JW 6-14-22

AI# 10932
Regular City Council Meeting 7. 1.
08/23/2022:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10933
Regular City Council Meeting
08/23/2022:

7. 2.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Bell Farms Public Improvement District (PID) Advisory Board.

Item Summary

The Bell Farms Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Bell Farms PID, and these board members are elected by the Bell Farms PID property owners. Elections for the 2 eligible seats on the Bell Farms PID Advisory Board were conducted at the annual Bell Farms PID Property Owners' meeting held on June 29, 2022. In accordance with the bylaws, each property owner within the Bell Farms PID was given one vote, per seat, per lot owned. Bell Farms consists of 1,744 total lots, and 11 ballots were received. The newly appointed board members will each serve 3-year terms.

The two individuals with the most votes are as follows:
Trace Moore
Robert Ballesteros

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.

Item Summary

The Quincy Park Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Quincy Park PID, and these board members are elected by the Quincy Park PID property owners. Elections for the 3 eligible seats on the Quincy Park PID Advisory Board were conducted at the annual Quincy Park PID Property Owners' meeting held on July 14, 2022. In accordance with the bylaws, each property owner within the Quincy Park PID was given one vote, per seat, per lot owned. Quincy Park consists of 694 total lots, and 6 ballots were received. The newly appointed board members will each serve 3-year terms.

The three individuals with the most votes are as follows:
Eric Pierce
Paul Shuey
Nathan King

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10934
Regular City Council Meeting
08/23/2022:

7. 4.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the North Point Public Improvement District (PID) Advisory Board.

Item Summary

The North Point Public Improvement District (PID) Advisory Board consists of 7 property owners or representatives of property owners within the North Point PID, and these board members are elected by the North Point PID property owners. Elections for the 3 eligible seats on the North Point PID Advisory Board were conducted at the annual North Point PID Property Owners' meeting held on July 13, 2022. In accordance with the bylaws, each property owner within the North Point PID was given one vote, per seat, per lot owned. North Point consists of 745 total lots, and 25 ballots were received. The newly appointed board members will each serve 3-year terms.

The three individuals with the most votes are as follows:
Eden Shelton
Donnie Carrasco
Charlotte McCarty

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10942
Regular City Council Meeting
08/23/2022:

7. 5.

Information

Agenda Item

Board Appointments - City Secretary: Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

Item Summary

Per Resolution No. 2009-R0198, "The City Council of the City of Lubbock shall designate the Chair and Vice-Chairperson from the appointed members of the Lubbock Water Advisory Commission." Jay House is the current Chair and Melanie Barnes is the current Vice Chair. Jay House has served as Chair since 2020 and Melanie Barnes has served as Vice Chair since 2020. The Staff liaison is recommending Melanie Barnes for Chair and Celeste Hoehne for Vice Chair.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 10912
Regular City Council Meeting
08/23/2022:

7. 6.

Information

Agenda Item

Board Appointment Delcaration - City Secretary: Declare two appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Ayda Chapa and Amanda Gray.

Item Summary

Per Local Government Code, Section 392.031, the presiding officer of the governing body of a municipality shall appoint persons to serve as commissioners of the housing authority. An appointed commissioner of the housing authority may not be an officer or employee of the municipality. The Mayor is appointing Ayda Chapa and Amanda Gray.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the North Overton Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing, and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Overton PID to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2022, as required by statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objection to the proposed assessment.

The proposed assessment rate for 2022 is $0.18 per $100 valuation. This is the same rate as 2021. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance, will be assessed for 2022. All property zoned single-family and two-family, will be assessed on a block-by-block basis as public improvements that will be maintained by PID funds are completed in that block.

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

Fiscal Impact

The assessments are deposited into a separate North Overton PID fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2022, based on preliminary values, is $944,902.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

North Overton PID Public Hearing Notice 2022

North Overton PID Public Hearing Ordinance and Exhibit A, B

Notice of Public Hearing for the Review of the Assessment Rate for the North Overton Public Improvement District

Please take notice that on August 23, 2022, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to review the 2022 assessment rate for property owners in the North Overton Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $4,430,539 over the next five (5) years. The estimated annual cost rises from $859,874 in FY 2022-23 to $908,416 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on an assessment rate of $0.18 per $100.00 of valuation through tax year 2026. Assessments to cover estimated costs of enhanced services and improvements will be applied only to newly developed areas during the early years, and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in those blocks.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The boundary includes a portion of the area between Fourth Street on the north, Avenue Q to the east, 1/2 block past Main Street on the south, and University Avenue to the west. A detailed map of the District and the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 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.

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

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

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan (the "Plan"), which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2022 Plan for the District; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100.00 valuation for year 2022 through 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council after review of the Plan approves the method of assessing special benefits of services and improvements as set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance have been assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property are assessed on a block-by-block basis determined by the public improvements to be maintained by the District's funds which are completed and existing in that block on January 1 of each year.

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

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

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

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

SECTION 7: THAT there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C, shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2022.

Passed by the City Council on second reading on_____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. North Overton PID Assessment Ordinance 2022
August 23, 2022

EXHIBIT A

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T.J. PATTERSON,
SENIOR COUNCIL MEMBER

ATTEST:

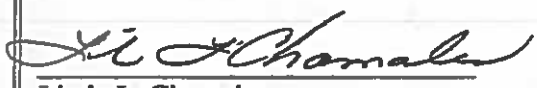
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:



Linda L. Chamales
Supervising Attorney, Office Practice

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

Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

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

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

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

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

_____
Property Address(es)

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

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

_____ [Seal]
Notary Pubic, State of Texas

Printed name of Notary Public _____
My Commission expires _____

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

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

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

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

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

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

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

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

North Overton Public Improvement District
Proposed Boundary Description
Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

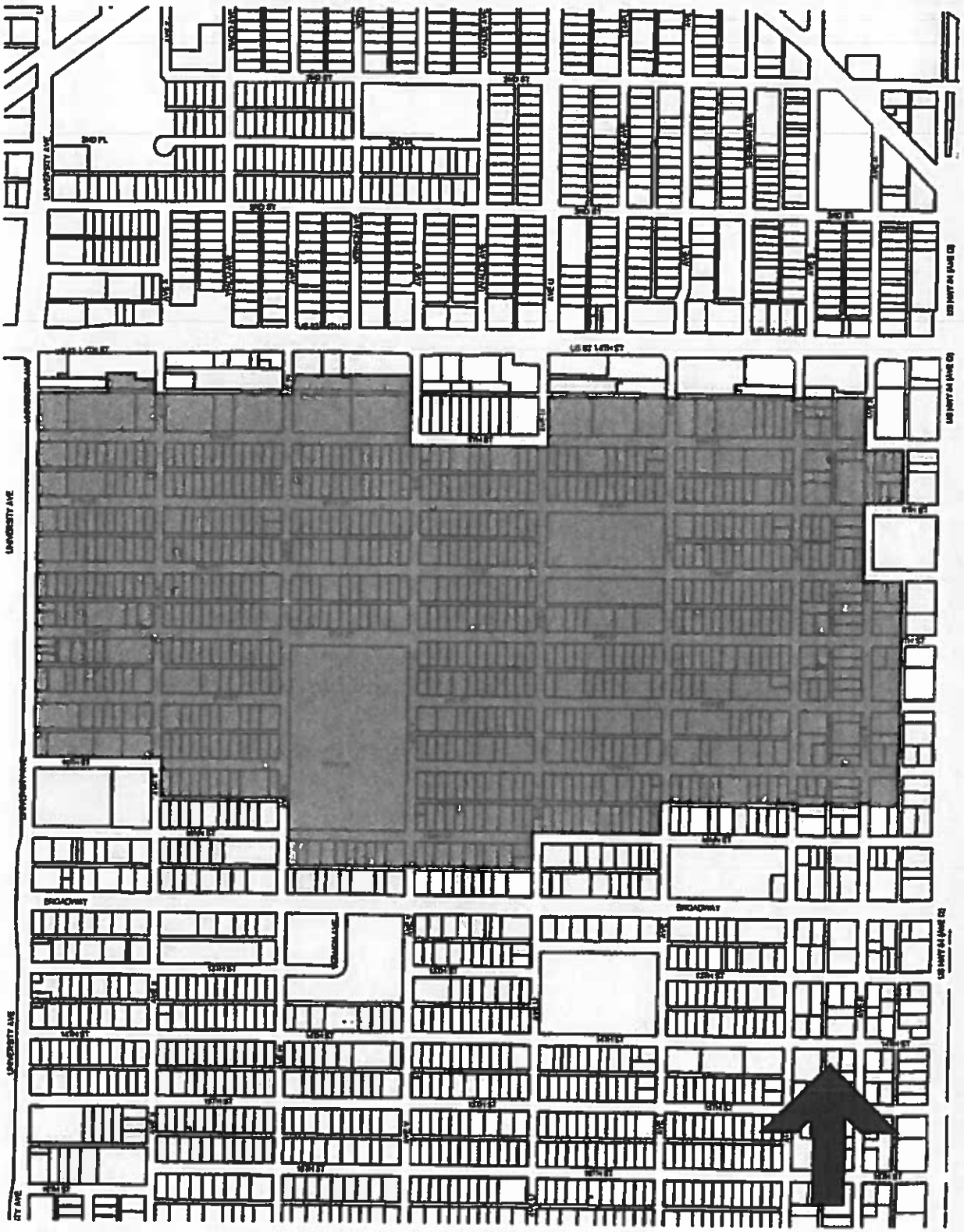
Then north to a point parallel to the northern right-of-way of the alley between Main Street and 10th Street,

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

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

Then west to the point of beginning.

EXHIBIT A Resolution No. 2003-R0468



Public Improvement District Boundary

North Overton Public Improvement District
June 2003 Exhibit C

EXHIBIT B
City of Lubbock, TX
Finance Department
North Overton PID 2022
Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2022 values, however, the actual assessment will be based on the final 2022 net taxable values.

* Assessment will be $0.18/$100.00 valuation.

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

*

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

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values (Taxable) *	475,721,089	552,574,252	558,099,995	563,680,994	563,680,994	569,317,804	569,317,804
Discounted Property Values	451,935,035	524,945,539	530,194,995	535,496,945	535,496,945	540,851,914	540,851,914
Fiscal Year Revenues	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals***
Interest Earnings	$ 18,863	34,557	27,711	29,286	30,795	30,817	$ 172,029
Assessment @ $0.18	813,483	944,902	954,351	963,895	963,895	973,533	5,614,058
Total	**$ 832,346**	**979,458**	**982,062**	**993,181**	**994,690**	**1,004,351**	**$ 5,786,088**
Expenses							
Security	$ 50,000	50,000	51,000	52,020	52,020	53,060	$ 308,100
Maintenance	516,000	567,600	578,952	590,531	590,531	602,342	3,445,956
Repairs/Replacements	100,000	100,000	102,000	102,000	102,000	102,000	608,000
Public Improvement Projects	20,000	20,000	20,400	20,808	20,808	21,224	123,240
Inspections and Maintenance of Playgrounds	-	1,500	1,530	1,561	1,592	1,624	7,806
Electric	20,000	20,000	20,400	20,808	20,808	21,224	123,240
Water	65,000	64,000	65,280	66,586	66,586	67,917	395,369
Administrative Costs	22,427	22,257	22,702	23,156	23,156	23,619	137,318
Annual Operating Cost	14,857	14,517	14,807	15,103	15,103	15,406	89,794
Total	**$ 808,284**	**859,874**	**877,071**	**892,573**	**892,604**	**908,416**	**$ 5,238,823**
Cash Reserve	**$ 1,727,825**	**1,847,409**	**1,952,400**	**2,053,008**	**2,054,486**	**2,148,942**	**$ 2,148,942**

Assessment Information for $100,000 Home

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the North Point Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Point PID to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2022, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2022 is $0.14 per $100 valuation. This is the same rate as 2021. All property will be assessed for 2022.

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

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right-of-way, maintain a walking trail, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2022, based on estimated values, is $279,294.

Staff/Board Recommending

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

Attachments

North Point PID Public Hearing Notice 2022
North Point PID Public Hearing 2022

Notice of Public Hearing for the Review of the Assessment Rate for the North Point Public Improvement District

Please take notice that on August 23, 2022, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to review the 2022 assessment rate for property owners in the North Point Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $1,672,795 over the next five (5) years. The estimated annual cost decreases from $565,378 in FY 2022-23 to $285,131 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through tax year 2026.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 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.

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

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

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

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

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

WHEREAS, the City Council finds after review that the Plan and Roll are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

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

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

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2022.

Passed by the City Council on second reading on_____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

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

EXHIBIT A

SAMPLE

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

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

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

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

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

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

5240 ITASCA ST,
LUBBOCK, TX 79416

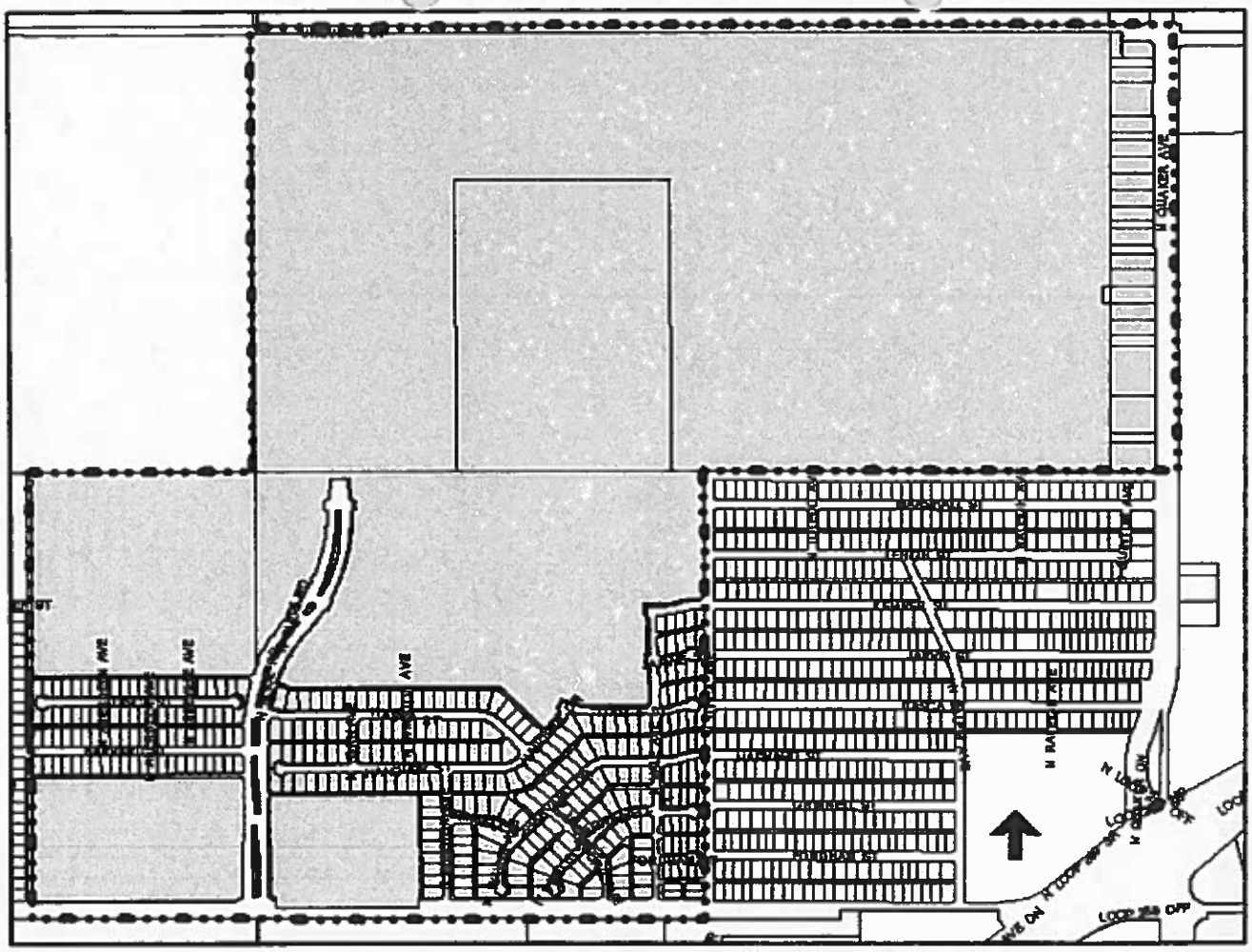
Property Address(es)

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

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

Exhibit "A"

EXHIBIT A Resolution No. 2004-R0543



Proposed North Pointe Public Improvement District
October 2004

EXHIBIT A Resolution No. 2004-R0543

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

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

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

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

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

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

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

EXHIBIT A

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

NORTH POINTE PID

Proposed Revenue/Expense Worksheet

	2004	2006	2006	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,800,000	57,376,000	128,023,520	187,043,990	249,284,870	297,770,568	303,725,979	309,800,499	315,996,509	322,316,439	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,635,192	199,427,896	238,216,454	242,980,783	247,840,399	252,797,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,456	64,291	141,146	209,489	279,199	-	-	-	709,552
Assessment @ $0.04	-	-	-	-	-	-	-	95,297	97,192	99,136	291,615
Total	-	-	15,456	64,291	141,146	209,489	279,199	95,297	97,192	99,136	1,001,167
Expense--SK											
Slide Road - right of way & median maintenance											
South of power lines, 5.75 acres @ $2,356	-	-	13,572	14,149	14,432	14,721	15,015	15,316	15,622	15,935	118,063
South of power lines (developer)	-	13,800	-	-	-	-	-	-	-	-	13,800
North of power lines, 1.50 acres @ $2,356	-	-	1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,800	2,088	-	-	-	-	-	-	-	5,888
Rotation of color (3 rotations)	-	-	-	12,485	12,734	12,989	13,248	13,514	13,784	14,060	92,815
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,406
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,356	-	-	-	27,071	43,139	44,001	44,881	45,779	46,694	47,628	299,791
50 ft. wide linear track (developer)	-	40,850	41,483	14,821	-	-	-	-	-	-	98,734
Capital Outlay											
Constr. of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursement from developer	-	(287,810)	(61,911)	(14,821)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					60,896	127,419	186,037				374,142
Total	-	-	15,456	64,291	141,146	209,489	279,749	85,385	87,893	88,835	991,413
Cash Reserves	-	-	0	(0)	(0)	0	9,452	19,363	28,653	39,754	39,754

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

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

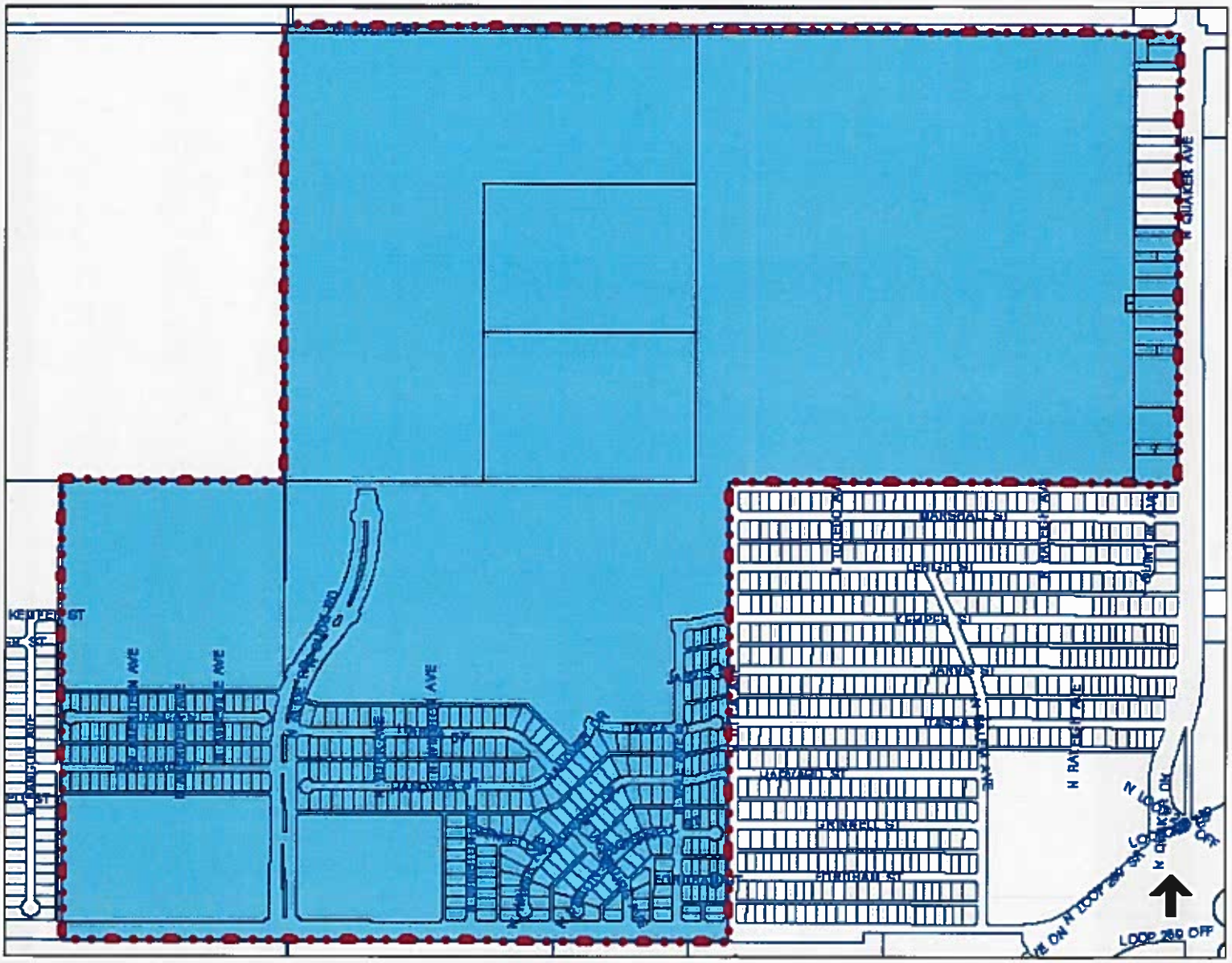
EXHIBIT A

Exhibit "B"

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

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

EXHIBIT A
Exhibit "C"



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

EXHIBIT B
City of Lubbock, TX
Finance Department
North Point PID Proposed 2022 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation.
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	Budget	Proposed					
Tax Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable)	192,517,520	209,995,191	214,195,095	218,478,997	222,848,577	227,305,548	227,305,548
Discounted Property Values	182,891,644	199,495,431	203,485,340	207,555,047	211,706,148	215,940,271	215,940,271
Fiscal Year Revenues	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals^**
Interest	7,880	12,529	8,426	8,795	9,175	9,565	$ 56,370
Assessment @ $0.14	256,048	279,294	284,879	290,577	296,389	302,316	1,709,503
Total	**263,928**	**291,823**	**293,305**	**299,372**	**305,563**	**311,882**	**$ 1,765,873**
Expense							
Maintenance	104,000	125,000	127,500	130,050	132,651	135,304	$ 754,505
(Maintenance of right-of-way, median, and walking track)			-				
Repair and Replacement of Public Improvements	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Public Improvement Projects	100,000	400,000	100,000	102,000	104,040	106,121	912,161
Electric Cost	8,741	8,000	8,160	8,323	8,490	8,659	50,373
Water Cost	-	-	-	-	-	-	-
Administrative Costs	16,752	14,821	15,117	15,420	15,728	16,043	93,881
Annual Operating Cost	7,524	7,557	7,708	7,862	8,020	8,180	46,851
(Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies.)							
Total	**247,017**	**565,378**	**268,686**	**274,059**	**279,540**	**285,131**	**$ 1,919,812**
Cash Reserve	**835,279**	**561,724**	**586,344**	**611,657**	**637,680**	**664,430**	**$ 664,430**

*Property Value growth rate = 2% annually

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

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the Quincy Park Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Quincy Park PID to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2022, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2022 is $0.15 per $100 valuation. This is the same rate as 2021. All property will be assessed for 2022.

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

Fiscal Impact

The assessments are deposited into a separate Quincy Park PID fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of the neighborhood park and playa lake and the 93rd Street median together with any features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2022, based on estimated values, is $230,340.

Staff/Board Recommending

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

Attachments

Quincy Park PID Public Hearing 2022
Quincy Park PID Draft Ord with EXH A, B

Notice of Public Hearing for the Review of the Assessment Rate for the Quincy Park Public Improvement District

Please take notice that on August 23, 2022 at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2022 assessment rate for property owners in the Quincy Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $1,066,690 over the next five (5) years. The estimated annual cost decreases from $258,315 in FY 2022-23 to $207,986 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2026.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District (PID) generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2022 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT DURING FY 2022-23; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

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

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. The revised 2022 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022 to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real

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

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate;

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

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

Section 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

Section 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the

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

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

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

Section 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

Section 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____,2022.

Passed by the City Council on second reading on_____ ,2022.

_____

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

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

EXHIBIT A

Exhibit "1"

Resolution No. 2009-R0219

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

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

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

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

(City Seal)

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

Resolution No. 2009-R0219

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

RECEIVED
MAR 11 2009
CITY SECRETARY
LUBBOCK, TEXAS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

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

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

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

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

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

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

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

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

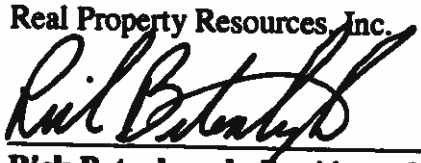
Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

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

[Signature on following page]

PETITIONERS:

Real Property Resources, Inc.



Rick Betenbough, President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

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

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

Notary Public Signature

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

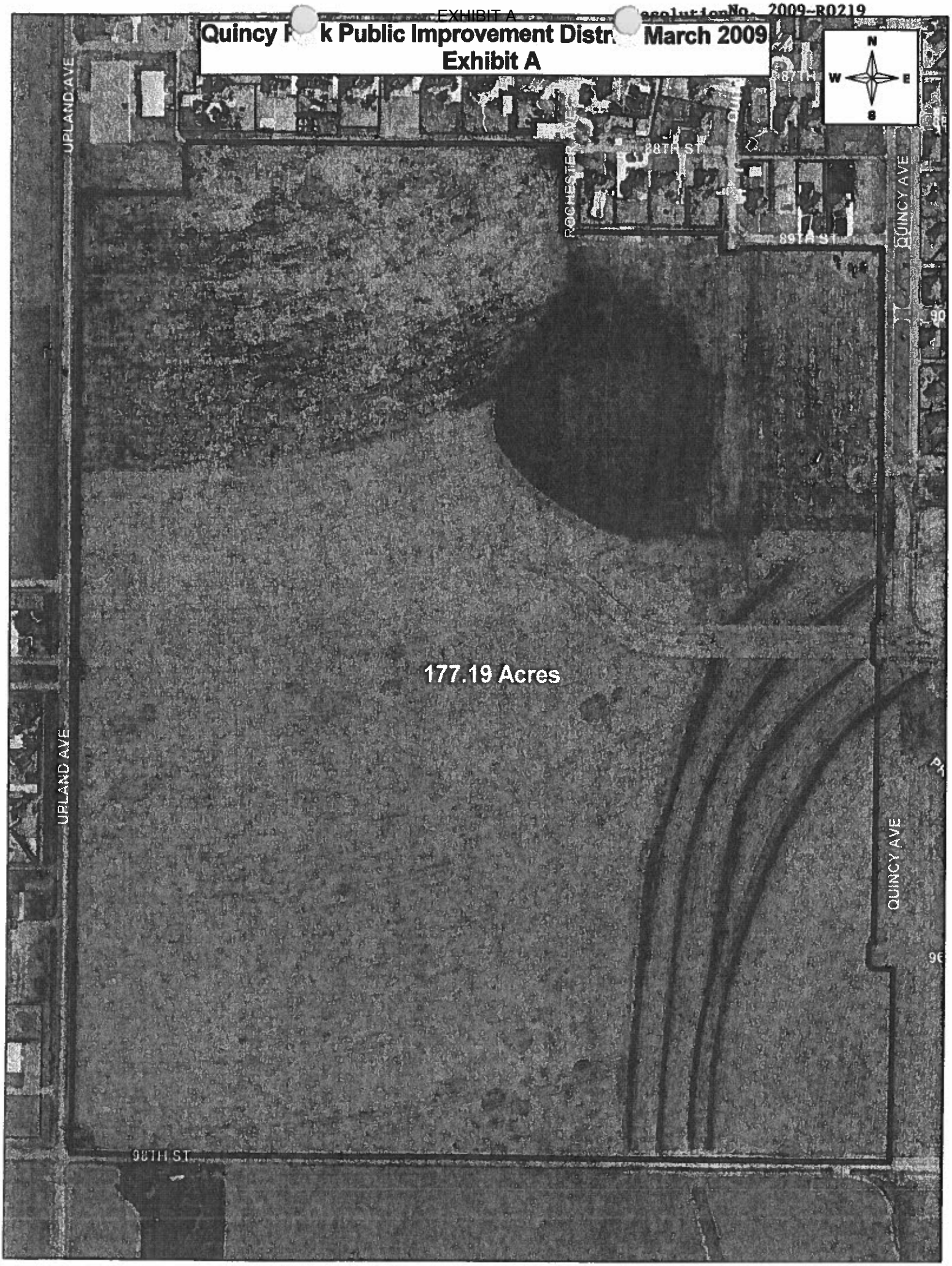
THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME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

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

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

EXHIBIT A Resolution No. 2009-R0219

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



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

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

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

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

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

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

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

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

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

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

Exhibit "2"

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "2"

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

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

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

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

SURVEYED OCTOBER 5 AND DECEMBER 28, 2007

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

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

071006.

EXHIBIT A

Exhibit "3"

Resolution No. 2009-R0219

EXHIBIT B
City of Lubbock, TX
Finance Department
Quincy Park PID Proposed 2022 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Proposed				
Calendar Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable)	140,937,824	156,694,133	159,828,016	163,024,576	166,285,067	169,610,769	169,610,769
Discounted Property Values	138,119,068	153,560,250	156,631,455	159,764,084	162,959,366	166,218,553	166,218,553
Fiscal Year Revenues	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals^**
Interest Earnings	$ 2,734	5,812	5,369	6,249	7,165	8,117	$ 35,446
Assessment @ $0.15	207,179	230,340	234,947	239,646	244,439	249,328	1,405,879
Total	**$ 209,913**	**236,152**	**240,316**	**245,894**	**251,604**	**257,445**	**$ 1,441,325**
Expenses							
Maintenance (Park & Entrance)	$ 60,000	72,600	74,052	75,533	77,044	78,585	$ 437,813
Repairs	25,000	25,000	25,500	26,010	26,530	27,061	155,101
Electric Cost	3,000	3,000	3,060	3,121	3,184	3,247	18,612
Public Improvement Project	15,000	65,000	66,300	67,626	68,979	70,358	353,263
Park Equipment Maintenance		5,000	5,000	5,000	5,000	5,000	25,000
Administrative Costs	17,674	14,821	15,117	15,420	15,728	16,043	94,803
Annual Operation Cost	11,386	7,107	7,249	7,394	7,542	7,693	48,371
Public Hearing and Collection Cost							-
Reimburse developer for Park Construction**	65,787	65,787		-	-		131,574
Total	**$ 197,846**	**258,315**	**196,279**	**200,104**	**204,006**	**207,986**	**$ 1,264,537**
Cash Reserve	**$ 290,592**	**268,429**	**312,467**	**358,257**	**405,855**	**455,313**	**$ 455,313**

*Property Value growth rate = 2% annually
** Total Reimbursement to Dev. Is 381,574.

Assessment Information for $100,000 Home **$ 150.00**

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the Valencia Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Valencia PID to speak in favor of, or in opposition to, the assessment to be levied in the Valencia PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2022, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2022 is $0.18 per $100 valuation, and does not change from 2021. All property will be assessed for 2022.

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

Fiscal Impact

The assessments will go into a separate Valencia PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2022 is $63,176.

Staff/Board Recommending

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

Attachments

Valencia PID Public Hearing 2022
Valencia PID Draft Ord with EXH A, B

Notice of Public Hearing for the Review of the Assessment Rate for the Valencia Public Improvement District

Please take notice that on August 23, 2022 at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2022 assessment rate for property owners in the Valencia Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $334,673 over the next five (5) years. The estimated annual cost decreases from $70,565 in FY 2022-23 to $67,851 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.18 per $100.00 of valuation through year 2026.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Valencia Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 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.

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

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

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised 2022 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100 value for years 2022 through 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate; and

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

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

SECTION 2: THAT the City Council after review of the Plan approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

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

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

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

SECTION 7: THAT there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 city net taxable value in the manner described in the assessment, attached hereto as "Exhibit B" and "Exhibit C' shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____,2022.

Passed by the City Council on second reading on_____,2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. Valencia PID Assessment Ordinance 2022
August 23, 2022

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed by the City Council on July 14, 2011.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Valencia PID Establishment
May 18, 2011

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District, January 1, 2011) in the area known as Valencia, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; the one petitioner owns 100% of land; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 16th day of May, 2011.

(City Seal)

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

EXHIBIT A
Exhibit "1"

May 5, 2011

To: Becky Garza, City Secretary
Cheryl Brock, Senior Financial Analyst
Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

Recently, the City Of Lubbock received a petition dated April 8, 2011 from Drew Wegman, Vice-President of Real Property Resources, Inc., requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Valencia development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute. There is only one owner of land within the PID boundary, and the vice-president of this company signed the petition.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2011). Since the petitioners own 100% of the property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. There is only one owner in the PID, who signed the petition. Real Property Resources, Inc. owns 100% of the land, so the petition passes both tests even though it is required to pass only one.

The notarized signature on the Valencia petition was validated by a visual review.

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

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

Section 2. General nature of the proposed maintenance of the public improvements. The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well as provide a common area for residents to enjoy increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: Annual maintenance costs - $18,000.

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

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

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

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

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

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

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

[Signature on following page]

EXHIBIT A
Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared **Drew Wegman** who acknowledged that he is **Vice-President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

JENNE M. BICKETT
Notary Public, State of Texas
My Commission Expires 10-13-2013

Notary Public Signature

Signature Page for Petition

EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Exhibit "1"

BETENBOUGH
HOMES

April 8, 2011

Cheryl Brock
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

Valencia is a residential development within the city limits of the City of Lubbock bound on the west by Milwaukee Avenue, the east by Iola Avenue, the north by Monterey Church of Christ, and the south by The Trails at Regal Park. We are proposing to create a Public Improvement District "PID" to maintain the public improvements for Valencia.

In order to comply with the "Public Improvement District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 5-16, as follow:

5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.

6. Map of the area is attached to this email to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition.

9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is $200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is $18,000 per year and is to be paid for by the PID as soon as the funds are available.

12. Budget is attached in the service plan.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at $.11 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter

15. Addressed in Section 6 of the petition

16. Addressed in Section 5 of the petition

Hopefully this will provide all of the information requested to continue with the creation of the PID. Please let me know if you have any questions or require any additional information.

Drew Wegman
Community Development
Betenbough Homes

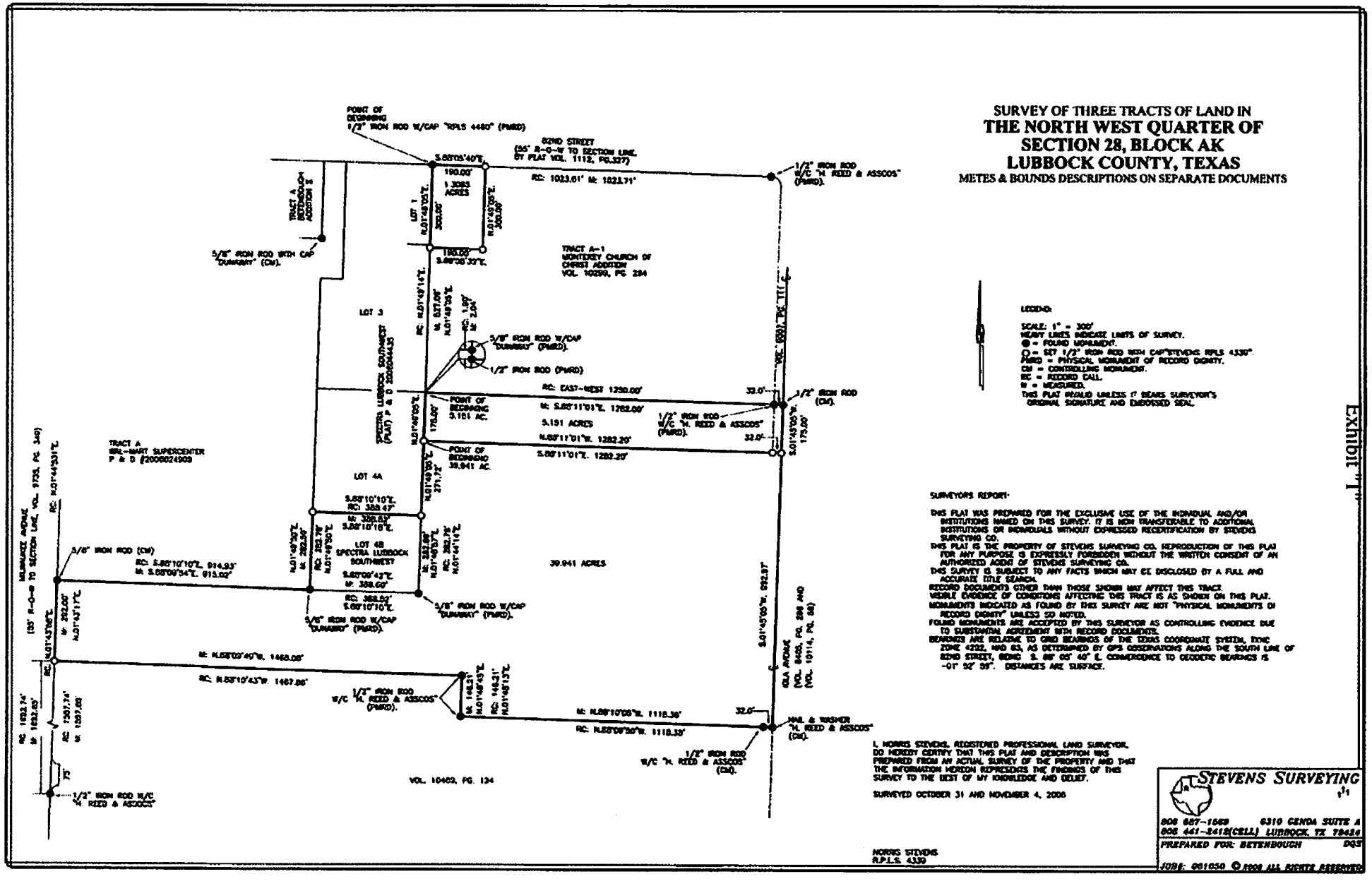

SURVEY OF THREE TRACTS OF LAND IN
THE NORTH WEST QUARTER OF
SECTION 28, BLOCK AK
LUBBOCK COUNTY, TEXAS
METES & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS
POINT OF BEGINNING 1/2" IRON ROD W/CAP "RPLS 4480" (PMRD)
82ND STREET
(55' R-O-W TO SECTION LINE, BY PLAT VOL. 1112, PG.327)
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
RC: 1023.61' M: 1023.71'
TRACT A BETENBOUGH ADDITION II
5/8" IRON ROD WITH CAP "DUNAWAY" (CM).
LOT 1
1.3083 ACRES
TRACT A-1 MONTEREY CHURCH OF CHRIST ADDITION VOL. 10299, PG. 284
LOT 3
SPECTRA LUBBOCK SOUTHWEST (PLAT) P & D 2006044435
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
1/2" IRON ROD (PMRD)
RC: EAST-WEST 1250.00'
POINT OF BEGINNING 5.191 AC.
M: S.88°11'01"E. 1282.00'
5.191 ACRES
N.88°11'01"W. 1282.20'
S.88°11'01"E. 1282.20'
1/2" IRON ROD (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
TRACT A WAL-MART SUPERCENTER P & D 2006024909
LOT 4A
S.88°10'10"E. RC: 388.47'
M: 388.62'
S.88°10'18"E.
LOT 4B SPECTRA LUBBOCK SOUTHWEST
S.88°09'43"E. M: 388.60'
RC: 388.52' S.88°10'10"E.
POINT OF BEGINNING 39.941 AC.
39.941 ACRES
5/8" IRON ROD (CM)
RC: S.88°10'10"E. 914.93'
M: S.88°09'34"E. 915.02'
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
M: N.88°09'40"W. 1468.08'
RC: N.88°10'43"W. 1467.86'
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
M: N.88°10'05"W. 1118.36'
RC: N.88°09'36"W. 1118.33'
HAIL & WASHER "H. REED & ASSCOS" (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS" (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS"
VOL. 10463, PG. 134
MONTREAT AVENUE (55' R-O-W TO SECTION LINE, VOL. 9735, PG. 349)
ALA AVENUE (VOL. 8405, PG. 286 AND (VOL. 10114, PG. 58)
LEGEND:
SCALE: 1" = 300'
HEAVY LINES INDICATE LIMITS OF SURVEY.
● = FOUND MONUMENT.
○ = SET 1/2" IRON ROD WITH CAP"STEVENS RPLS 4339".
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
RC = RECORD CALL.
M = MEASURED.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
SURVEYORS REPORT:
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY STEVENS SURVEYING CO.
THIS PLAT IS THE PROPERTY OF STEVENS SURVEYING CO. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF STEVENS SURVEYING CO.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, NAD83 ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, BEING S. 88° 05' 40" E. CONVERGENCE TO GEODETIC BEARINGS IS -01° 52' 59". DISTANCES ARE SURFACE.
I, HORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYED OCTOBER 31 AND NOVEMBER 4, 2006
HORRIS STEVENS R.P.L.S. 4339
STEVENS SURVEYING
806 687-1669 6310 GENOA SUITE A
806 441-8418(CELL) LUBBOCK, TX 79424
PREPARED FOR: BETENBOUGH DGS
JOB#: 061050 © 2006 ALL RIGHTS RESERVED
Exhibit "A"

EXHIBIT A
Exhibit "1"

Resolution No. 2011-R0310

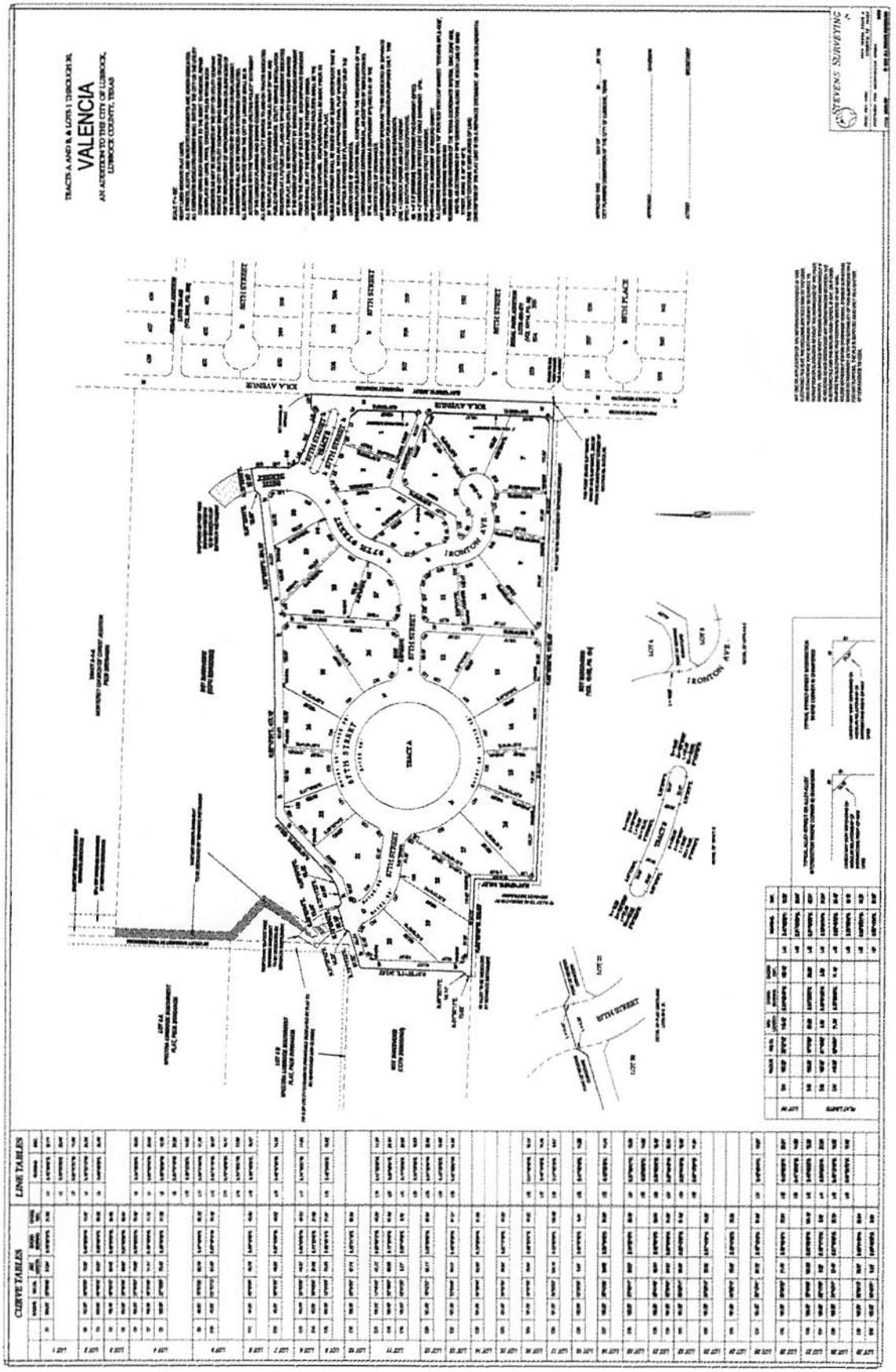


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

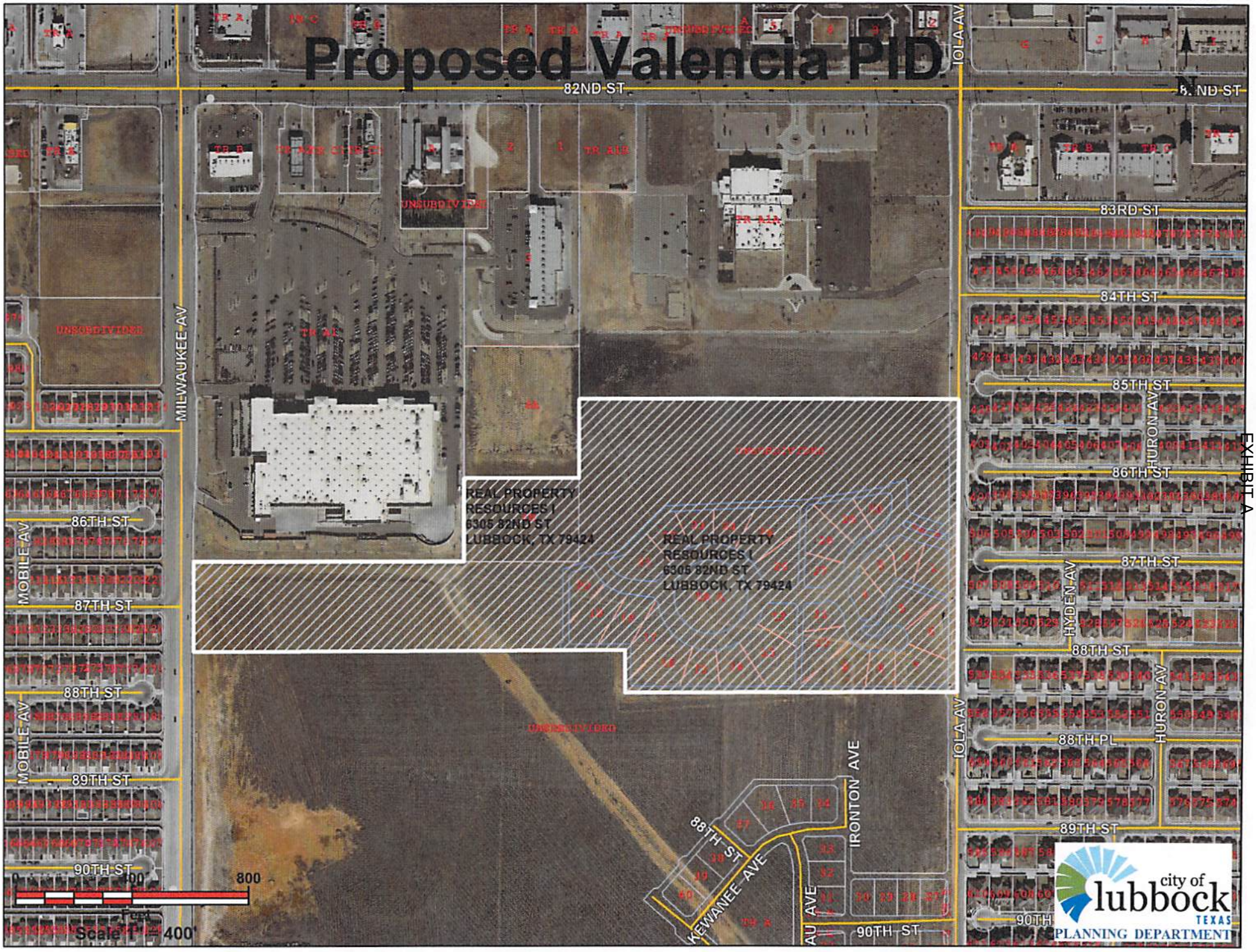

Proposed Valencia PID
82ND ST
83RD ST
84TH ST
85TH ST
86TH ST
87TH ST
88TH ST
88TH PL
89TH ST
90TH ST
MILWAUKEE AV
MOBILE AV
IOLA AV
HYDEN AV
HURON AV
IRONTON AVE
KEWANEE AVE
REAL PROPERTY RESOURCES I
6305 82ND ST
LUBBOCK, TX 79424
UNSUBDIVIDED
800
400
Scale: 1" = 400'
city of lubbock
TEXAS
PLANNING DEPARTMENT

EXHIBIT A

EXHIBIT B

City of Lubbock, TX

Finance Department

Valencia PID Proposed 2022 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.18/$100 valuation.
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year^	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values*	32,647,352	36,945,231	37,721,081	38,513,224	39,322,001	40,147,763	40,147,763
Discounted Property Values	31,014,984	35,097,969	35,835,027	36,587,562	37,355,901	38,140,375	38,140,375
Fiscal Year Revenues	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals**
Interest Earnings	$ 907	982	1,082	1,103	1,126	1,152	$ 6,352
Assessment @ $0.18	55,827	63,176	64,503	65,858	67,241	68,653	385,257
Total	**$ 56,734**	**64,158**	**65,585**	**66,960**	**68,367**	**69,805**	**$ 391,610**
Expense							
Maintenance of Park and Median	$ 28,000	31,000	31,620	32,252	32,897	33,555	$ 189,325
Repairs	5,000	5,000	5,100	5,202	5,306	5,412	31,020
Public Improvement Projects	15,000	10,000	2,500	2,500	2,500	2,500	35,000
Park Equipment Maintenance		2,500	2,500	2,500	2,500	2,500	12,500
Electric Costs	8,253	3,000	3,060	3,121	3,184	3,247	23,865
Water Cost	1,530	2,800	2,856	2,913	2,971	3,031	16,101
Administrative Costs	8,822	10,648	10,861	11,078	11,300	11,526	64,235
Annual Operation Cost	7,460	5,617	5,729	5,844	5,961	6,080	36,691
(LCAD Collection Cost, Public Hearing, Mailouts, and other Operations cost)							-
Total	**$ 74,065**	**70,565**	**64,226**	**65,411**	**66,619**	**67,851**	**$ 408,738**
Cash Reserve	**$ 78,566**	**72,159**	**73,518**	**75,068**	**76,815**	**78,769**	**$ 78,769**

* Property Value growth rate = 2.1% annually

Discounted Property Values - 95 Percent

^ Year that the construction value goes on the tax roll

Assessment Information for $100,000 Home $ 180.00

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the Bell Farms Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Bell Farms PID to speak in favor of, or in opposition to, the assessment to be levied in the Bell Farms PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2022, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2022 is $0.12 per $100 valuation. This is the same rate as 2021. All property will be assessed for 2022.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.12 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entry ways and parks, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2022, based on estimated values, is $288,380.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Bell Farms PID Advisory Board

Attachments

Bell Farms PID Public Hearing Notice 2022
Bell Farms PID Draft Ord with Exh A, B

Notice of Public Hearing for the Review of the Assessment Rate for the Bell Farms Public Improvement District

Please take notice that on August 23, 2022, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2022 assessment rate for property owners in the Bell Farms Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision (iv) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $1,201,663 over the next five (5) years. The estimated annual cost rises from $233,778 in FY 2022-23 to $246,850 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.12 per $100.00 of valuation through tax year 2026.

Boundaries. The District is located within the City of Lubbock, Texas. The proposed Bell Farms Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 133rd Street on the north, 146th Street on the south, Avenue P on the east, and University Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 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

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

WHEREAS, through Resolution No. 2018-R0182 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Bell Farms Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On July 12, 2018, the City Council passed Ordinance No. 2018-O0079, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2022 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.12 per $100.00 valuation for tax years 2022 through 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2022.

Passed by the City Council on second reading on _____, 2022.

_____

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/ORD. Economic Development – Bell Farms PID – Service Plan, Assessment Role, and Levy
August 23, 2022

EXHIBIT A

Resolution No. 2018-R0182

Item No. 6.8

May 24, 2018

RESOLUTION

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

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

WHEREAS, the Petition covers property within an area generally bounded by 130th Street on the north, Avenue P on the east, 146th Street on the south, and University Avenue on the west, with such property being the residential development known as Bell Farms, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the twenty-fourth (24th) day of May, 2018, at five thirty (5:30) p.m., in the City Council Chambers at City Hall located at 1625 13th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

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

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

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

(b) That authorization of the Bell Farms Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Bell Farms Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Bell Farms Public Improvement District through Fiscal Year 2022-23 is approximately three hundred twenty thousand two hundred sixteen dollars ($320,216) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of twelve cents ($0.12) per one hundred dollars ($100) of valuation of property within the Bell Farms Public Improvement District through Fiscal Year 2022-23, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Bell Farms Public Improvement District and the City, all the Costs will be paid by the Bell Farms Public Improvement District through assessments on the property within the boundaries of the Bell Farms Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Bell Farms Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the initial governing board for the Bell Farms Public Improvement District. The initial governing board shall act as an advisory board of the City of Lubbock, and shall be composed of three (3) members, each of whom will represent a developer of the property within the Bell Farms Public Improvement District. The initial governing board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards. The initial governing board for the Bell Farms Public Improvement District shall serve a one (1) year term. The City Council may extended the term of the initial governing board beyond one (1) year. The initial governing board of the Bell Farms Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Bell Farms Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Bell Farms Public Improvement District. Upon the end of the term of the initial governing board of the Bell Farms Public Improvement District, the initial governing board will automatically dissolve and the Bell Farms Public Improvement District Advisory Board (the "PID Board") shall be created in its place. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Bell Farms Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Bell Farms Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council on May 24, 2018.

JEFF GRIFFITH, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

EXHIBIT A

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, March 29, 2018) in the area known as Bell Farms, as shown on the attached map, petitioners own 52.87 percent of the value, AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID; the petitioners own 97.44 percent of the total area within the proposed Bell Farms PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 18th day of April, 2018.

(City Seal)

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

EXHIBIT A

EXHIBIT 1

City of Lubbock TEXAS

April 17, 2018

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis CB
Sally Still Abbe, Director of GIS and Data Services SA

CC: Blu Kostelich, Chief Financial Officer

Re: Bell Farms Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Bell Farms development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (March 29, 2018). Since the petitioners own 52.87% percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 97.44 percent of the total area within the proposed Bell Farms PID area so they pass the area test.

The notarized signature on the Bell Farms petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by Sally Abbe, Director of GIS and Data Services.

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

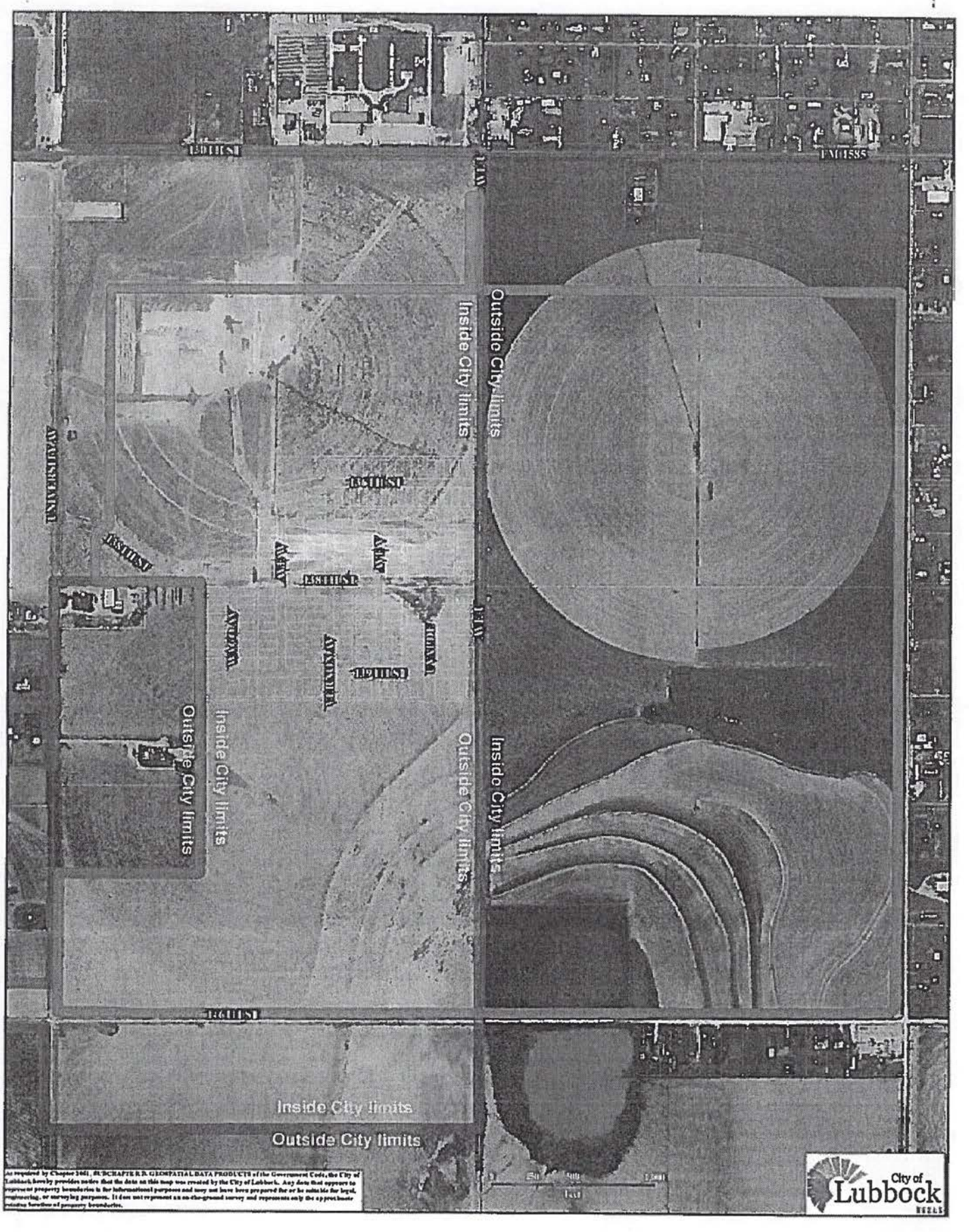


EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	fSftLandSize	Acres	Taxable	Petition Received
R329160	2018	JONES, JACQUENETTE	13618 AVE U, LUBBOCK, TX 79423	BELL FARMS L 1	4880	0.112029	69,256.00	Y
R329162	2018	LOWE MICHAEL & KRISTI L	13614 AVE U, LUBBOCK, TX 79423	BELL FARMS L 3	5055	0.116047	67,621.00	Y
R329164	2018	LOPEZ MYKELLEE SHELBIE &	13610 AVE U, LUBBOCK, TX 79423	BELL FARMS L 5	5069	0.116368	133,688.00	Y
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6	5076	0.116529	67,093.00	Y
R329166	2018	SOLIZ JONATHAN &	13606 AVE U, LUBBOCK, TX 79423	BELL FARMS L 7	5082	0.116667	65,212.00	Y
R329167	2018	BEARDEN STEPHEN & HOLLY	13604 AVE U, LUBBOCK, TX 79423	BELL FARMS L 8	5089	0.116827	128,762.00	Y
R329168	2018	RCJC PROPERTIES LLC	13602 AVE U, LUBBOCK, TX 79423	BELL FARMS L 9	4963	0.113935	124,824.00	Y
R329172	2018	BROWN WILLIAM WALTON &	13607 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 13	5426	0.124564	126,444.00	Y
R329182	2018	SMITH LOGAN & JESSICA	13606 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 23	5426	0.124564	129,941.00	Y
R329183	2018	SANDERS, LARRY	13604 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 24	5627	0.129178	171,668.00	Y
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25	8192	0.188062	28,672.00	Y
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26	8192	0.188062	28,672.00	Y
R329187	2018	CLAUNCH, SHAWN	13605 AVE V, LUBBOCK, TX 79423	BELL FARMS L 28	5426	0.124564	129,941.00	Y
R329189	2018	QUATTLEBAUM, DENNIS	13609 AVE V, LUBBOCK, TX 79423	BELL FARMS L 30	5426	0.124564	129,941.00	Y
R329190	2018	DAVIS, CAYCE B	13611 AVE V, LUBBOCK, TX 79423	BELL FARMS L 31	5426	0.124564	126,444.00	Y
R329191	2018	SOLIS JOSEFINA P & MICHAEL R	13613 AVE V, LUBBOCK, TX 79423	BELL FARMS L 32	6029	0.138407	167,708.00	Y
R329202	2018	LACY ROBERT L SR & MARGARET	13609 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 43	5040	0.115702	111,890.00	Y
R329204	2018	WALKING C HOLDINGS LLC	13613 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 45	5040	0.115702	125,093.00	Y
R329207	2018	ALVAREZ, JUAN FRANCISCO	13619 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 48	5600	0.128558	149,170.00	Y
R329209	2018	BLANCO, PERLA MARIE	2135 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 50	5839	0.134045	74,610.00	Y
R329213	2018	JIN XIAOGUANG MICHAEL &	2127 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 54	5175	0.118802	135,963.00	Y
R329214	2018	ARIAS ISAAC & LORENA	2125 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 55	5750	0.132002	74,535.00	Y
R329215	2018	JIN XIAOGUANG MICHAEL &	2123 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 56	5175	0.118802	129,063.00	Y
R329218	2018	WALKING C HOLDINGS LLC	2117 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 59	5175	0.118802	121,814.00	Y
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60	5750	0.132002	164,572.00	Y
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61	5750	0.132002	130,284.00	Y
R329221	2018	STONE, DESTINIE SHANE	2111 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 62	5175	0.118802	151,744.00	Y
R329224	2018	CONTRERAS MARCO & HILDA	2105 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 65	5175	0.118802	144,912.00	Y
R329225	2018	JAMES ROSS & ANDI	2103 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 66	5750	0.132002	169,515.00	Y
R329226	2018	INDOMITABLE DOZEN LLC	2101 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 67	5574	0.127961	126,962.00	Y
R329235	2018	GONZALES, JESSE J	2118 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 76	5750	0.132002	168,123.00	Y
R329236	2018	SMITH OTIS KEITH & KATRINA M	2120 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 77	5750	0.132002	155,169.00	Y
R329238	2018	WALKING C HOLDINGS LLC	2124 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 79	5175	0.118802	125,566.00	Y
R329239	2018	PYRON, CHARITY	2126 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 80	5750	0.132002	163,994.00	Y
R329242	2018	LLOYD, ABIGAIL	2132 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 83	5175	0.118802	142,158.00	Y
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85	7930	0.182048	58,015.00	Y
R329247	2018	DRAKE PHILIP L & VICKI L	13606 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 88	5600	0.128558	167,598.00	Y
R329249	2018	COOPER, LINDSEY	13610 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 90	5600	0.128558	149,170.00	Y
R329250	2018	GUAJARDO FAMILY HOLDINGS	13612 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 91	5040	0.115702	128,590.00	Y
R329257	2018	FRIEVALT RONALD J & MAXINE	13617 AVE W, LUBBOCK, TX 79423	BELL FARMS L 98	5600	0.128558	171,573.00	Y
R329260	2018	WALKING C HOLDINGS LLC	13611 AVE W, LUBBOCK, TX 79423	BELL FARMS L 101	5040	0.115702	140,443.00	Y
R329270	2018	FERGUSON REAL ESTATE LLC	13610 AVE W, LUBBOCK, TX 79423	BELL FARMS L 111	5989	0.137489	150,436.00	Y
R329276	2018	VILASECA, WILLIAM	13622 AVE W, LUBBOCK, TX 79423	BELL FARMS L 117	6481	0.148783	152,254.00	Y

EXHIBIT A

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	6687	0.153512	80,953.00	Y
R329278	2018	BURKE, NATHAN R	13617 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 119	5600	0.128558	149,170.00	Y
R329284	2018	PERKINS, SHIRLEY	13605 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 125	5527	0.126882	126,798.00	Y
R329285	2018	PARRISH, WESTON ROBERT	13603 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 126	5912	0.135721	150,166.00	Y
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	7178	0.164784	160,555.00	Y
R329289	2018	NAVIA, KAREN V	13610 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 130	6191	0.142126	132,808.00	Y
R329290	2018	GUITRONBACA, JAIME OBED	13612 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 131	6810	0.156336	176,537.00	Y
R329292	2018	DAWSON KEVIN & SHELBY	13616 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 133	9298	0.213453	208,252.00	Y
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	5434	0.124747	19,019.00	Y
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	5598	0.128512	19,593.00	Y
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	5597	0.128489	19,590.00	Y
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	5041	0.115725	17,644.00	Y
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	5604	0.12865	19,614.00	Y
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	5608	0.128742	19,628.00	Y
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	5529	0.126928	19,352.00	Y
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	7005	0.160813	24,518.00	Y
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	6944	0.159412	24,304.00	Y
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	6944	0.159412	24,304.00	Y
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	6944	0.159412	24,304.00	Y
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	6975	0.160124	24,413.00	Y
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	5871	0.13478	20,549.00	Y
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	6030	0.13843	21,105.00	Y
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	6030	0.13843	21,105.00	Y
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	5427	0.124587	18,995.00	Y
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	6008	0.137925	21,028.00	Y
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	6392	0.14674	22,372.00	Y
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	6321	0.14511	22,124.00	Y
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	6113	0.140335	21,396.00	Y
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	4713	0.108196	16,496.00	Y
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	5371	0.123301	18,799.00	Y
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	5425	0.124541	18,988.00	Y
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	5425	0.124541	18,988.00	Y
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	5425	0.124541	18,988.00	Y
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	5425	0.124541	18,988.00	Y
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	5425	0.124541	18,988.00	Y
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	5425	0.124541	18,988.00	Y
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	5425	0.124541	18,988.00	Y
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	5861	0.13455	20,514.00	Y
R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164	6295	0.144513	22,033.00	Y
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165	5217	0.119766	18,260.00	Y
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166	5910	0.135675	20,685.00	Y
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167	5929	0.136111	20,752.00	Y
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168	5929	0.136111	20,752.00	Y
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169	5929	0.136111	20,752.00	Y
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170	5929	0.136111	20,752.00	Y

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QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171	5929	0.136111	20,752.00	Y
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172	5929	0.136111	20,752.00	Y
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173	5929	0.136111	20,752.00	Y
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174	6098	0.139991	21,343.00	Y
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175	6129	0.140702	21,452.00	Y
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176	6129	0.140702	21,452.00	Y
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177	6129	0.140702	21,452.00	Y
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178	6129	0.140702	21,452.00	Y
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179	6129	0.140702	21,452.00	Y
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180	6129	0.140702	21,452.00	Y
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181	6110	0.140266	21,385.00	Y
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182	5417	0.124357	18,960.00	Y
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183	6481	0.148783	22,684.00	Y
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184	5506	0.1264	19,271.00	Y
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185	5600	0.128558	19,600.00	Y
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186	5600	0.128558	35,299.00	Y
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187	5600	0.128558	19,600.00	Y
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188	5600	0.128558	19,600.00	Y
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189	5600	0.128558	19,600.00	Y
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190	5600	0.128558	19,600.00	Y
R330557	2018	REIGH, LAURA E	13805 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 191	5600	0.128558	86,312.00	Y
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192	5600	0.128558	100,573.00	Y
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193	5514	0.126584	19,299.00	Y
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194	5900	0.135445	20,650.00	Y
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195	5600	0.128558	19,600.00	Y
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196	5600	0.128558	19,600.00	Y
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197	5600	0.128558	19,600.00	Y
R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198	5600	0.128558	19,600.00	Y
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199	5040	0.115702	17,640.00	Y
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200	5600	0.128558	19,600.00	Y
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201	5600	0.128558	19,600.00	Y
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202	5599	0.128535	19,597.00	Y
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203	5590	0.128329	19,565.00	Y
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204	7656	0.175758	26,796.00	Y
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205	6160	0.141414	21,560.00	Y
R330572	2018	RANDALL, JODY COFER	13813 AVE W, LUBBOCK, TX 79423	BELL FARMS L 206	5600	0.128558	114,403.00	Y
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207	6160	0.141414	21,560.00	Y
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208	6160	0.141414	21,560.00	Y
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209	6160	0.141414	21,560.00	Y
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210	5600	0.128558	19,600.00	Y
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211	6160	0.141414	21,560.00	Y
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212	6010	0.137971	21,035.00	Y
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213	6012	0.138017	21,042.00	Y
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214	6160	0.141414	21,560.00	Y
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215	5600	0.128558	19,600.00	Y
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216	6160	0.141414	21,560.00	Y
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217	6160	0.141414	21,560.00	Y

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R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218	6160	0.141414	21,560.00	Y
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219	5600	0.128558	19,600.00	Y
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220	6160	0.141414	21,560.00	Y
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221	7572	0.173829	26,502.00	Y
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222	7506	0.172314	26,271.00	Y
R330589	2018	SCHOLTEN CALVIN DON &	13815 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 223	6160	0.141414	92,205.00	Y
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224	6160	0.141414	21,560.00	Y
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225	5600	0.128558	19,600.00	Y
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226	6160	0.141414	21,560.00	Y
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227	6160	0.141414	21,560.00	Y
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228	5600	0.128558	87,958.00	Y
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229	6160	0.141414	21,560.00	Y
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230	6013	0.138039	21,046.00	Y
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231	8245	0.189279	112,593.00	Y
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232	8389	0.192585	114,560.00	Y
R330599	2018	MUNOZ MARCO & VERONICA	13806 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 233	8392	0.192654	119,443.00	Y
R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234	8394	0.1927	121,437.00	Y
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235	7633	0.17523	26,716.00	Y
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236	8399	0.192815	29,397.00	Y
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237	8401	0.19286	29,404.00	Y
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238	8403	0.192906	29,411.00	Y
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239	14107	0.323852	49,375.00	Y
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240	19461	0.446763	68,114.00	Y
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241	7961	0.182759	27,864.00	Y
R330608	2018	SIMMONS KEVIN & HALEIGH	2309 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 242	6413	0.147222	129,291.00	Y
R330609	2018	RIVAS MEGHANN & KIMBERLY P	2307 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 243	6417	0.147314	104,291.00	Y
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244	6417	0.147314	22,460.00	Y
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245	6417	0.147314	22,460.00	Y
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246	6417	0.147314	22,460.00	Y
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247	6417	0.147314	22,460.00	Y
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248	6417	0.147314	22,460.00	Y
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249	6417	0.147314	22,460.00	Y
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250	8174	0.187649	28,609.00	Y
R330619	2018	REYES ANA & THOMAS ALLAN	2129 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 253	5250	0.120523	66,729.00	Y
R330620	2018	LOPEZ SAMUEL J & SHANEL	2127 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 254	5250	0.120523	105,229.00	Y
R330623	2018	SISSON HOLDINGS LLC	2121 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 257	5250	0.120523	68,351.00	Y
R330624	2018	MYFATDOG HOLDINGS LLC	2119 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 258	5250	0.120523	74,476.00	Y
R330625	2018	HENSLEY JEFFREY & CASSANDRA	2117 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 259	5834	0.13393	65,735.00	Y
R330628	2018	COX GUTHRIE & ADDIE	2111 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 262	5715	0.131198	78,310.00	Y
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263	5738	0.131726	20,083.00	Y
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264	5834	0.13393	20,419.00	Y
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265	5834	0.13393	20,419.00	Y
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266	5834	0.13393	20,419.00	Y
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267	5753	0.132071	20,136.00	Y
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	53045	1.217746	26,523.00	Y
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	3091	0.07096	1,546.00	Y
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	370	0.008494	185.00	Y

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R331293	2018	STOREHOUSE LAND COMPANY		BLK E SEC 16 AB 1178 TR A2		106.397	1,063,970.00	Y
R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A		0.658	658.00	Y
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B		64.699	646,990.00	Y
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A		91.327	913,270.00	Y
R331297	2018	STOREHOUSE LAND COMPANY	79423	BLK E SEC 16 AB 1179 TR D1		152.031	631,175.00	Y
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41	8192	0.188062	28,672.00	Y
R329201	2018	GOODNIGHT ADAM &	13607 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 42	6814	0.156428	175,148.00	
R329161	2018	KRUSE, DONALD	13616 AVE U, LUBBOCK, TX 79423	BELL FARMS L 2	5049	0.115909	95,337.00	
R329163	2018	MCBRAYER OTIS L & TOMMIE S	13612 AVE U, LUBBOCK, TX 79423	BELL FARMS L 4	5062	0.116208	108,470.00	
R329169	2018	VILLARREAL JOSHUA JOSE &	13601 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 10	8192	0.188062	204,437.00	
R329170	2018	HUDDLESTON LAWRENCE A &	13603 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 11	5627	0.129178	156,697.00	
R329171	2018	MEDINA STEVEN JUAN &	13605 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 12	5426	0.124564	139,645.00	
R329173	2018	BRYANT, BRENT	13609 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 14	5426	0.124564	135,492.00	
R329174	2018	BLEDSOE, SHELBY	13611 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 15	5426	0.124564	129,941.00	
R329175	2018	WIGGINS, BRITTANY	13613 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 16	6029	0.138407	150,672.00	
R329176	2018	RODRIGUEZ-LOPEZ JOSE &	13615 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 17	6645	0.152548	175,098.00	
R329177	2018	SCHRECKER, JESSICA B	13616 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 18	6721	0.154293	152,998.00	
R329178	2018	BENTANCOURT JESUS & BOBBIE	13614 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 19	6029	0.138407	160,535.00	
R329179	2018	PARK DAVID & SHERYL	13612 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 20	5426	0.124564	112,787.00	
R329180	2018	ESTRADA REY H & AIDE	13610 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 21	5426	0.124564	122,692.00	
R329181	2018	SCHAEFER HARRISON & KINARD MACKENZI & EMILY	13608 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 22	5426	0.124564	129,941.00	
R329186	2018	BROWN	13603 AVE V, LUBBOCK, TX 79423	BELL FARMS L 27	5627	0.129178	163,564.00	
R329188	2018	JOHNSON, SIERRA	13607 AVE V, LUBBOCK, TX 79423	BELL FARMS L 29	5426	0.124564	135,492.00	
R329192	2018	POLUHOWICH JOHN & ROBERTA	13615 AVE V, LUBBOCK, TX 79423	BELL FARMS L 33	6785	0.155762	136,522.00	
R329193	2018	VEGA SERENA LEE & DANIEL	13616 AVE V, LUBBOCK, TX 79423	BELL FARMS L 34	6862	0.15753	167,886.00	
R329194	2018	DEHOOG, LEANN	13614 AVE V, LUBBOCK, TX 79423	BELL FARMS L 35	6029	0.138407	150,672.00	
R329195	2018	BURGESS TINA & ROBERT N II	13612 AVE V, LUBBOCK, TX 79423	BELL FARMS L 36	5426	0.124564	129,941.00	
R329196	2018	STITH MICHAEL SHANE &	13610 AVE V, LUBBOCK, TX 79423	BELL FARMS L 37	5426	0.124564	122,692.00	
R329197	2018	BRONSON JACK BERNARD &	13608 AVE V, LUBBOCK, TX 79423	BELL FARMS L 38	5426	0.124564	130,047.00	
R329198	2018	REGALADO GERARDO &	13606 AVE V, LUBBOCK, TX 79423	BELL FARMS L 39	5426	0.124564	128,606.00	
R329199	2018	GALYEAN, MELISSA	13604 AVE V, LUBBOCK, TX 79423	BELL FARMS L 40	5627	0.129178	166,574.00	
R329203	2018	SLAY, JEROD LANCE	13611 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 44	5600	0.128558	159,033.00	
R329205	2018	FOLSOM DAKOTA CHASE &	13615 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 46	5600	0.128558	149,074.00	
R329206	2018	CHESTNUT MICHAEL R & JANICE	13617 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 47	5040	0.115702	121,341.00	
R329208	2018	MURPHY STEVEN J & SHAREKA L	13621 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 49	6647	0.152594	167,134.00	
R329210	2018	WELCH, TINA RAE	2133 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 51	5750	0.132002	149,599.00	
R329211	2018	SIMEK MARK JOSEPH & ERIKA	2131 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 52	5750	0.132002	79,324.00	
R329212	2018	WEATHERFORD BRANDON	2129 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 53	5175	0.118802	125,566.00	
R329216	2018	HERNANDEZ MICHAEL &	2121 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 57	5750	0.132002	166,731.00	
R329217	2018	RAINWATER TYRON & ERICA	2119 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 58	5750	0.132002	138,916.00	
R329222	2018	CASTILLO, MARY LUPE	2109 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 63	5175	0.118802	140,916.00	
R329223	2018	CARPENTER, CANDY	2107 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 64	5750	0.132002	181,739.00	
R329227	2018	MARTINEZ-MANZANARES	2102 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 68	6176	0.141781	173,258.00	

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	FSftLandSize	Acres	Taxable	Petition Received
R329228	2018	GONZALEZ JESUS & AMY	2104 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 69	5750	0.132002	164,572.00	
R329229	2018	FORTENBERRY LEE & SHEILA	2106 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 70	5750	0.132002	158,321.00	
R329230	2018	BARTHOLOMEW ELEANOR &	2108 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 71	5175	0.118802	129,063.00	
R329231	2018	SIMPSON MACIE D & NICHOLAS	2110 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 72	5750	0.132002	173,363.00	
R329232	2018	MARTIN BRIAN ANTHONY &	2112 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 73	5750	0.132002	173,268.00	
R329233	2018	COTE THOMAS & DEBBIE	2114 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 74	5750	0.132002	155,886.00	
R329234	2018	HUEY KATHERINE T & LON J	2116 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 75	5175	0.118802	144,912.00	
R329237	2018	SMITH, LISA	2122 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 78	5750	0.132002	170,243.00	
R329240	2018	POOLE BRETT ALLAN & JESSICA	2128 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 81	5750	0.132002	149,695.00	
R329241	2018	PERKINS BRENT & KAMMI	2130 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 82	5750	0.132002	159,558.00	
R329243	2018	BREAKFIELD JASON LEE &	2134 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 84	5750	0.132002	157,127.00	
R329245	2018	WHITE JOHN C & NITA D	13602 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 86	6367	0.146166	166,154.00	
R329246	2018	JLS ENDEAVORS LLC	13604 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 87	5601	0.128581	123,305.00	
R329248	2018	HAYES AMANDA S & COLBY	13608 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 89	5040	0.115702	125,093.00	
R329251	2018	SUBEDI SUDAN & BINDYA &	13614 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 92	5600	0.128558	156,602.00	
R329252	2018	CHERIAN, HOLLY	13616 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 93	5040	0.115702	134,235.00	
R329253	2018	HERNANDEZ, LAWRENCE	13618 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 94	5040	0.115702	125,093.00	
R329254	2018	JOHNSON ALLEN P & KAYLA N	13620 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 95	5600	0.128558	173,704.00	
R329255	2018	SOTO JUAN F & JOSIE M	13622 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 96	6012	0.138017	99,145.00	
R329256	2018	ZANT SCOTT & MICHELLE	13619 AVE W, LUBBOCK, TX 79423	BELL FARMS L 97	6015	0.138085	158,055.00	
R329258	2018	GIESBRECHT STEVEN D & HELEN	13615 AVE W, LUBBOCK, TX 79423	BELL FARMS L 99	5600	0.128558	138,391.00	
R329259	2018	FORD, SHANIQUA L	13613 AVE W, LUBBOCK, TX 79423	BELL FARMS L 100	5600	0.128558	155,032.00	
R329261	2018	FRANCE GARY WILSON & PAULA	13609 AVE W, LUBBOCK, TX 79423	BELL FARMS L 102	5660	0.129936	177,334.00	
R329262	2018	WATSON CARLTON O &	13607 AVE W, LUBBOCK, TX 79423	BELL FARMS L 103	5931	0.136157	177,202.00	
R329263	2018	BRUCCOLIERE DANIEL C &	13605 AVE W, LUBBOCK, TX 79423	BELL FARMS L 104	6136	0.140863	149,983.00	
R329264	2018	REESE TYLER WAYNE &	13603 AVE W, LUBBOCK, TX 79423	BELL FARMS L 105	6474	0.148623	156,659.00	
R329265	2018	GAONA RICKY JR & JACQUELINE	13601 AVE W, LUBBOCK, TX 79423	BELL FARMS L 106	7099	0.162971	191,454.00	
R329266	2018	BRITO EVELIO & ROSAISELA	13602 AVE W, LUBBOCK, TX 79423	BELL FARMS L 107	7370	0.169192	129,452.00	
R329267	2018	MORALEZ GEORGE & SHERI	13604 AVE W, LUBBOCK, TX 79423	BELL FARMS L 108	7168	0.164555	169,535.00	
R329268	2018	TOVAR MANUEL & MICHELE M	13606 AVE W, LUBBOCK, TX 79423	BELL FARMS L 109	6644	0.152525	175,227.00	
R329269	2018	JLS ENDEAVORS LLC	13608 AVE W, LUBBOCK, TX 79423	BELL FARMS L 110	5593	0.128398	142,379.00	
R329271	2018	JAHN, GARRETT DOUGLAS	13612 AVE W, LUBBOCK, TX 79423	BELL FARMS L 112	5722	0.131359	154,027.00	
R329272	2018	JOHNSON MICHAEL B & ALYSSA B DAVIS	13614 AVE W, LUBBOCK, TX 79423	BELL FARMS L 113	5040	0.115702	144,439.00	
R329273	2018	CHAVEZ, BRANDON	13616 AVE W, LUBBOCK, TX 79423	BELL FARMS L 114	5600	0.128558	163,536.00	
R329274	2018	SHEN HUI & LIQIN	13618 AVE W, LUBBOCK, TX 79423	BELL FARMS L 115	5040	0.115702	121,341.00	
R329275	2018	BROOME JORDAN G & LINDSAY	13620 AVE W, LUBBOCK, TX 79423	BELL FARMS L 116	5600	0.128558	157,784.00	
R329279	2018	PAYNE, KARISA	13615 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 120	5040	0.115702	121,903.00	
R329280	2018	ROGERS SPENCER & SAMANTHA	13613 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 121	5122	0.117585	134,428.00	
R329281	2018	MARTINEZ ROGER P & SELINA M	13611 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 122	5977	0.137213	150,394.00	
R329282	2018	ELSEY JEREMIE & ILEANA &	13609 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 123	6515	0.149564	150,007.00	
R329283	2018	HAYES, MARILYN K	13607 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 124	6342	0.145592	123,480.00	
R329286	2018	WOODARD, MICHAEL	13601 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 127	5600	0.128558	149,170.00	
R329288	2018	THOMPSON, AMY A	13608 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 129	6549	0.150344	130,122.00	

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R329291	2018	MBENKUM SIMEON G & ARIANE E KOUASSI	13614 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 132	6929	0.159068	181,240.00	
R330617	2018	PYRON KAYLA MARIE & BRANDON GLENN	2133 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 251	6392	0.14674	83,316.00	
R330618	2018	CHOWNING LUKE & ABIGAIL	2131 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 252	5834	0.13393	78,683.00	
R330621	2018	AFH PROPERTIES LLC	2125 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 255	5250	0.120523	65,800.00	
R330622	2018	FOSTER, MEREDITH	2123 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 256	5834	0.13393	111,118.00	
R330626	2018	JAD SA INVESTMENTS LLC	2115 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 260	5250	0.120523	67,702.00	
R330627	2018	RCJC PROPERTIES LLC	2113 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 261	5250	0.120523	68,303.00	
						453.3798	$ 26,418,566.00	
		Petitions Received			97.44%	441.77	13,967,214.00	52.87%
		No Petitions			2.56%	11.61	12,451,352.00	47.13%

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO BELL FARMS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $185,629.65 for proposed improvements made by developer (Betenbough Homes, LLC).

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

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

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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

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

[Signature on following page]

PETITIONER(S):

Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

JOSHUA WELDY
Notary Public, State of Texas
Notary ID# 13127095-2
My Commission Expires 09-07-2021

On this, the 27 day of March 2018, before me, the undersigned Notary Public, personally appeared Cal Zant who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

Notary Public Signature

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

Exhibit "C"

**A PUBLIC IMPROVEMENT DISTRICT TRACT IN
TRACT A,
BELL FARMS LUBBOCK SOUTH OFFICE,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

(PLAT RECORDED IN PLAT & DEDICATION NO. 2017036298 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

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

A tract of land located in Tract A, Bell Farms Lubbock South Office, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication No. 2017036298 of the Official Public Records of Lubbock County, Texas, and situated within the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 370 square feet (0.0085 acres) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the most northerly northwest corner of said Tract A and this tract, whence the southwest corner of said northwest quarter of Section 16 bears N. 88° 11' 22" W. a distance of 84.98 feet and S. 01° 48' 38" W. a distance of 361.98 feet, said quarter section corner having coordinates of Northing: 7,233,859.58 and Easting: 940,936.22, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE southeasterly, along a curve to the right and the south right-of-way line of 138th Street, as dedicated by said plat, an arc distance of 20.98 feet, said curve having a radius of 495.50 feet, a delta angle of 02° 25' 32", a chord distance of 20.98 feet and a chord bearing of S. 83° 00' 46" E., to a point for the northeast corner of this tract;

THENCE S. 03° 27' 34" W. a distance of 12.85 feet to a point for the southeast corner of this tract;

THENCE N. 86° 45' 59" W. a distance of 29.70 feet to a point for the southwest corner of this tract;

THENCE N. 03° 27' 34" E. a distance of 5.32 feet to a point in the southeast right-of-way chamfer of said 138th Street and South University Avenue, as dedicated by said plat, for the most westerly northwest corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the southwest corner of said right-of-way chamfer bears S. 47° 55' 30" W. a distance of 29.09 feet;

THENCE N. 47° 55' 30" E. a distance of 12.51 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,
ABSTRACTS NO. 664, 1000, 1178 AND 1179,
LUBBOCK COUNTY, TEXAS

A tract of land located in Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstracts No. 664, 1000, 1178 and 1179, Lubbock County, Texas, said tract contains 472.11 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a point for the most southerly southeast corner of this tract, whence the southeast corner of said Section 16 bears S. 01° 32' 10" W. a distance of 55.00 feet and S. 88° 27' 50" E. a distance of 94.66 feet, said section corner having coordinates of Northing: 7,231,077.46 and Easting: 946,079.73, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 27' 50" W., parallel with and 55.00 feet north of the south line of said Section 16, a distance of 4632.26 feet to a point of intersection and a corner of this tract;

THENCE N. 85° 36' 05" W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. 88° 27' 50" W. a distance of 265.00 feet to a point for the southwest corner of this tract, whence the southwest corner of said Section 16 bears S. 01° 32' 10" W. a distance of 65.00 feet and N. 88° 27' 50" W. a distance of 40.00 feet, said section corner having coordinates of Northing: 7,231,217.68 and Easting: 940,850.64, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 51' 20" E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. 01° 51' 20" E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. 88° 24' 19" W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. 01° 35' 41" E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. 26° 41' 44" E. a distance of 82.00 feet to a point for a corner of this tract;

THENCE southeasterly, along a curve to the right, an arc distance of 33.15 feet, said curve having a radius of 565.00 feet, a delta angle of 03° 21' 43", a chord distance of 33.15 feet and a chord bearing of S. 61° 37' 25" E., to a point of intersection and a corner of this tract;

THENCE N. 76° 19' 31" E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

THENCE N. 32° 05' 09" E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. 01° 48' 38" E. a distance of 1443.88 feet to a point for the northwest corner of this tract, whence the northwest corner of said Section 16 bears N. 88° 11' 22" W. a distance of 336.47 feet and N. 01° 48' 38" E. a distance of 842.41 feet, said section corner having coordinates of Northing: 7,236,520.86 and Easting: 941,020.34, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 22" E. a distance of 2279.69 feet to a point of intersection in the centerline of Avenue U and a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 2565.54 feet to a point for the northeast corner of this tract, whence the northeast corner of said Section 16 bears S. 88° 06' 18" E. a distance of 55.00 feet and N. 01° 53' 42" E. a distance of 839.68 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W., parallel with and 55.00 feet west of the east line of said Section 16, a distance of 3933.06 feet to a point or intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point or intersection and a corner of this tract;

THENCE S. 01° 53' 42" W., parallel with and 65.00 feet west of the east line of said Section 16, a distance of 220.00 feet to a point or intersection and a corner of this tract;

THENCE S. 46° 42' 56" W. a distance of 42.56 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
IN THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,ABSTRACT NO. 664,
LUBBOCK COUNTY, TEXAS

A tract of land located in the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 0.6589 acres (28,703 square feet) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Avenue U, as dedicated by the plat of Bell Farms, Lots 1 through 133, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication No. 2016044295 of the Official Public Records of Lubbock County, Texas, and the proposed south right-of-way line of (proposed) Loop 88 (F.M. 1585), as described and shown as Parcel 252A Part 2 in a right-of-way document prepared by SAM, Inc., dated October 27, 2017, for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at a point of intersection being the south corner of a 45° chamfer in the west right-of-way line of Avenue U, bears N. 02° 00' 08" E. a distance of 175.98 feet, and the northeast corner of said northwest quarter of Section 16 bears S. 87° 59' 52" E. a distance of 32.00 feet and N. 02° 00' 08" E. a distance of 266.05 feet, said quarter section corner having coordinates of Northing: 7,236,435.72 and Easting: 943,637.27, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 02° 00' 08" W., along the west right-of-way line of Avenue U, a distance of 574.05 feet to a point for the southeast corner of this tract;

THENCE N. 88° 11' 22" W. a distance of 50.00 feet to a point for the southwest corner of this tract;

THENCE N. 02° 00' 08" E. a distance of 574.08 feet to a point for the northwest corner of this tract;

THENCE S. 88° 08' 57" E. a distance of 50.00 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "B"

Quick Reference	Tax Year	Owner	Address	Legal Description	sc
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	

EXHIBIT 1

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R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197

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R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217
R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232

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R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE 370 SQFT OUT OF TR A
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR B
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR C
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A OF SW/4 ACS: 91.327
R331293	2018	STOREHOUSE LAND COMPANY LLC		BLK E SEC 16 AB 1178 TR A2 OF NE/4 ACS: 106.397
R331297	2018	STOREHOUSE LAND COMPANY LLC	79423	BLK E SEC 16 AB 1179 TR D1 OF SE/4 ACS: 152.031

EXHIBIT A

R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A OF NW/4 ACS: .658
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B OF NW/4 ACS: 64.699

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

BETENBOUGH
HOMES

April 5, 2018

Cheryl Brock
City of Lubbock, Tx
1625 13th Street
Lubbock, Tx 79457

RE: Bell Farms, Public Improvement District

Dear Honorable Mayor and City Council;

Bell Farms is a residential development within the city limits of the City of Lubbock bound on the West by University Ave, the East by Ave P, the North by 130th St (Future Loop 88), and the South by 146th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Bell Farms.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased/optioned almost 640 acres. We have currently, to date, closed 100 homes. Betenbough plans to invest 1.25 million in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have employees that are home owners in this community currently. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition to dissolvee the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have

BETENBOUGH
HOMES®

an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

6. Map of the area is attached to this email and is to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting. Currently, only Tract B of Bell Farms Lubbock South Office is platted.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $1,250,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $185,629.65 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.123 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A

EXHIBIT 1

BETENBOUGH HOMES

Our goal is to provide all of the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Development

Betenbough Homes

Bell Farms PID Service Plan

Proposed Revenue/Expense Worksheet

		Proposed											
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Totals
REVENUE	est # Homes closed		100	225	225	200	225	200	200	193.3	180	200	1948.3
	Property Values*	-	15,000,000	49,050,000	83,781,000	115,456,620	151,315,752	#########	218,236,989	251,026,729	283,659,263	319,352,448	1,672,204,869
	Discounted Property Values	-	13,500,000	44,145,000	75,402,900	103,910,958	136,364,177	#########	196,413,290	226,064,056	255,293,337	287,399,204	1,504,994,382
	Interest	-	-	687	2,246	3,536	5,287	6,938	8,451	6,662	7,682	8,660	50,149
	@ 12 Assessment @ $0.12	-	-	16,200	52,974	90,183	124,693	163,637	199,310	-	-	-	647,297
	@ 08 Assessment @ $0.08	-	-	-	-	-	-	-	-	157,131	181,171	204,235	542,537
	Total	-	-	16,887	55,220	94,320	129,980	170,575	207,760	163,793	188,853	212,894	1,240,283
	Improvement est cost												
EXPENSE													
Park 1	$55,000.00												
Park on 137th/138th by lift station 1 acre				$ 9,020.00	$ 9,292.00	$ 9,957.84	$ 10,187.60	$ 10,391.35	$ 10,599.18	$ 10,811.16	$ 11,027.38	$ 82,396.50	
Park 2	$75,000.00												
pocket park SW/4				$ 2,400.00	$ 2,448.00	$ 2,496.96	$ 2,546.90	$ 2,597.84	$ 2,649.79	$ 2,702.79	$ 2,756.85	$ 20,599.13	
Park 3	$50,000.00												
park located at NW/4				$	$ 2,400.00	$ 2,448.00	$ 2,496.96	$ 2,546.90	$ 2,597.84	$ 2,649.79	$ 2,702.79	$ 17,842.28	
Park 4	$340,000.00												
Plays lake park (9 acres approx)				$	$ -	$ 61,200.00	$ 66,585.60	$ 67,917.31	$ 69,275.66	$ 70,663.17	$ 72,074.39	$ 411,791.14	
Park 5	$80,000.00												
appx 1/2 acre park in NE/4							$ 4,800.00	$ 4,896.00	$ 4,993.92	$ 5,093.80	$ 5,195.67	$ 24,979.39	
Park 6	$75,000.00												
appx 1/2 acre park in SE/4								$	$ 4,800.00	$ 4,896.00	$ 4,993.92	$ 5,093.80	$ 19,783.72
Signage	$75,000.00												
Neighborhood Entry Signs				$	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 8,000.00	
Greenway/Green Spaces	$300,000.00												
walking paths to connect parks (path and landscape)							$ 45,000.00	$ 45,900.00	$ 46,818.00	$ 47,754.36	$ 48,709.45	$ 234,181.81	
Electric Cost for park Subtotal													
Proposed parks 1,4				$ 1,800.00	$ 1,836.00	$ 1,872.72	$ 1,910.17	$ 1,948.38	$ 1,987.35	$ 2,027.09	$ 2,067.63	$ 15,449.34	
Electric Cost for irrigation													
Proposed Parks 1 4				$ 1,380.00	$ 1,407.60	$ 1,435.75	$ 1,464.47	$ 1,493.76	$ 1,523.63	$ 1,554.10	$ 1,585.19	$ 11,844.50	
LPL irrigation													
Proposed Parks 2,3,5,6				$ 14,400.00	$ 14,688.00	$ 14,981.76	$ 15,281.40	$ 15,587.02	$ 15,898.76	$ 16,216.74	$ 16,541.07	$ 123,594.75	
Administrative Costs													
	$1,250,000.00			$ 3,054.00	$ 3,357.16	$ 9,950.30	$ 15,127.31	$ 15,907.86	$ 16,224.01	$ 16,546.89	$ 16,875.42	$ 97,046.56	
Debt Service													
Capital Outlay (Developer)												$	-
Total		-	$ -	$ -	$ 33,038.00	$ 36,928.76	$ 189,453.34	$#########	$ 174,960.47	$ 178,464.14	$ 182,033.42	$ 185,629.85	$ 2,047,312.33
Cash Reserves		-	$ -	$ 16,886.80	$ 38,668.96	$ 95,060.20	$ 116,387.00	$#########	$ 153,335.90	$ 138,664.73	$ 145,506.21	$ 172,779.78	$ 990,442.50

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2017-2023		
Assessment per $100,000	$120.00	$ 120.00
2024-Future		
Assessment per $100,000	$80.00	$ 80.00

AVG maintenance cost (landscaping)

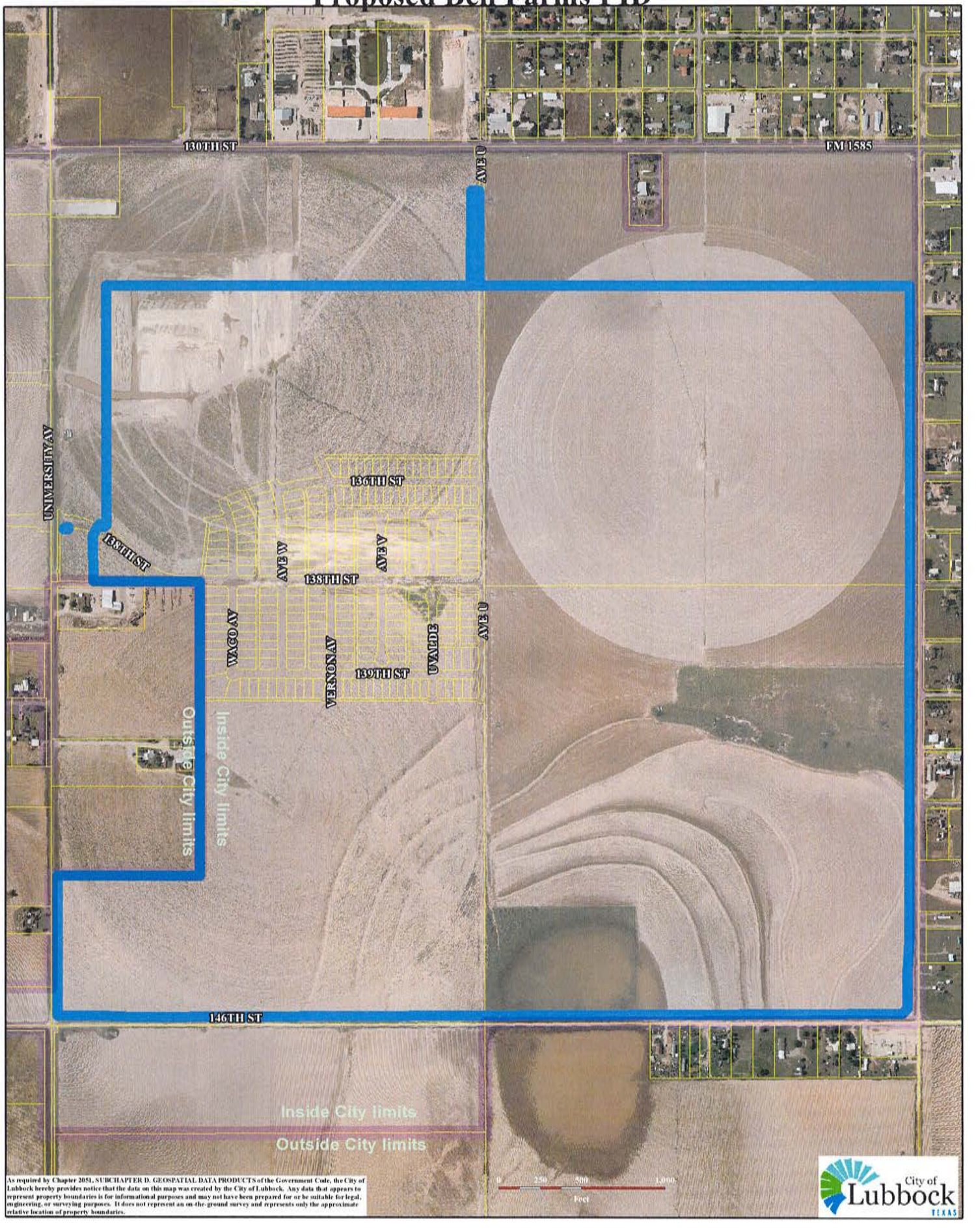
	Monthly	Yearly
1/4 acre	$200.00	$2,400.00
1/2 Acre	$400.00	$4,800.00
1 acre	$800.00	$9,600.00
3 acres	$1,600.00	$19,200.00
6 acres	$3,200.00	$38,400.00
9 acres	$6,400.00	$76,800.00

SPEC

Monthly Well cost	$50.00	$600.00
Monthly lighting cost	$75.00	$900.00
LPL		
Monthly irrigation (lola)	$300.00	$3,600.00
Monthly irrigation (Lonestar) drip	75	

EXHIBIT A
EXHIBIT 1

EXHIBIT 2
Proposed Bell Farms PID



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

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,
ABSTRACTS NO. 664, 1000, 1178 AND 1179,
LUBBOCK COUNTY, TEXAS

A tract of land located in Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstracts No. 664, 1000, 1178 and 1179, Lubbock County, Texas, said tract contains 472.11 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a point for the most southerly southeast corner of this tract, whence the southeast corner of said Section 16 bears S. 01° 32' 10" W. a distance of 55.00 feet and S. 88° 27' 50" E. a distance of 94.66 feet, said section corner having coordinates of Northing: 7,231,077.46 and Easting: 946,079.73, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 27' 50" W., parallel with and 55.00 feet north of the south line of said Section 16, a distance of 4632.26 feet to a point of intersection and a corner of this tract;

THENCE N. 85° 36' 05" W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. 88° 27' 50" W. a distance of 265.00 feet to a point for the southwest corner of this tract, whence the southwest corner of said Section 16 bears S. 01° 32' 10" W. a distance of 65.00 feet and N. 88° 27' 50" W. a distance of 40.00 feet, said section corner having coordinates of Northing: 7,231,217.68 and Easting: 940,850.64, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 51' 20" E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. 01° 51' 20" E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. 88° 24' 19" W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. 01° 35' 41" E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. 26° 41' 44" E. a distance of 82.00 feet to a point for a corner of this tract;

THENCE southeasterly, along a curve to the right, an arc distance of 33.15 feet, said curve having a radius of 565.00 feet, a delta angle of 03° 21' 43", a chord distance of 33.15 feet and a chord bearing of S. 61° 37' 25" E., to a point of intersection and a corner of this tract;

THENCE N. 76° 19' 31" E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

EXHIBIT 2

THENCE N. 32° 05' 09" E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. 01° 48' 38" E. a distance of 1443.88 feet to a point for the northwest corner of this tract, whence the northwest corner of said Section 16 bears N. 88° 11' 22" W. a distance of 336.47 feet and N. 01° 48' 38" E. a distance of 842.41 feet, said section corner having coordinates of Northing: 7,236,520.86 and Easting: 941,020.34, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 22" E. a distance of 2279.69 feet to a point of intersection in the centerline of Avenue U and a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 2565.54 feet to a point for the northeast corner of this tract, whence the northeast corner of said Section 16 bears S. 88° 06' 18" E. a distance of 55.00 feet and N. 01° 53' 42" E. a distance of 839.68 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W., parallel with and 55.00 feet west of the east line of said Section 16, a distance of 3933.06 feet to a point or intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point or intersection and a corner of this tract;

THENCE S. 01° 53' 42" W., parallel with and 65.00 feet west of the east line of said Section 16, a distance of 220.00 feet to a point or intersection and a corner of this tract;

THENCE S. 46° 42' 56" W. a distance of 42.56 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT IN
IN THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,ABSTRACT NO. 664,
LUBBOCK COUNTY, TEXAS

A tract of land located in the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 0.6589 acres (28,703 square feet) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Avenue U, as dedicated by the plat of Bell Farms, Lots 1 through 133, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication No. 2016044295 of the Official Public Records of Lubbock County, Texas, and the proposed south right-of-way line of (proposed) Loop 88 (F.M. 1585), as described and shown as Parcel 252A Part 2 in a right-of-way document prepared by SAM, Inc., dated October 27, 2017, for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at a point of intersection being the south corner of a 45° chamfer in the west right-of-way line of Avenue U, bears N. 02° 00' 08" E. a distance of 175.98 feet, and the northeast corner of said northwest quarter of Section 16 bears S. 87° 59' 52" E. a distance of 32.00 feet and N. 02° 00' 08" E. a distance of 266.05 feet, said quarter section corner having coordinates of Northing: 7,236,435.72 and Easting: 943,637.27, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 02° 00' 08" W., along the west right-of-way line of Avenue U, a distance of 574.05 feet to a point for the southeast corner of this tract;

THENCE N. 88° 11' 22" W. a distance of 50.00 feet to a point for the southwest corner of this tract;

THENCE N. 02° 00' 08" E. a distance of 574.08 feet to a point for the northwest corner of this tract;

THENCE S. 88° 08' 57" E. a distance of 50.00 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 2

A PUBLIC IMPROVEMENT DISTRICT TRACT IN
TRACT A,
BELL FARMS LUBBOCK SOUTH OFFICE,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

(PLAT RECORDED IN PLAT & DEDICATION NO. 2017036298 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

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

A tract of land located in Tract A, Bell Farms Lubbock South Office, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication No. 2017036298 of the Official Public Records of Lubbock County, Texas, and situated within the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 370 square feet (0.0085 acres) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the most northerly northwest corner of said Tract A and this tract, whence the southwest corner of said northwest quarter of Section 16 bears N. 88° 11' 22" W. a distance of 84.98 feet and S. 01° 48' 38" W. a distance of 361.98 feet, said quarter section corner having coordinates of Northing: 7,233,859.58 and Easting: 940,936.22, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE southeasterly, along a curve to the right and the south right-of-way line of 138th Street, as dedicated by said plat, an arc distance of 20.98 feet, said curve having a radius of 495.50 feet, a delta angle of 02° 25' 32", a chord distance of 20.98 feet and a chord bearing of S. 83° 00' 46" E., to a point for the northeast corner of this tract;

THENCE S. 03° 27' 34" W. a distance of 12.85 feet to a point for the southeast corner of this tract;

THENCE N. 86° 45' 59" W. a distance of 29.70 feet to a point for the southwest corner of this tract;

THENCE N. 03° 27' 34" E. a distance of 5.32 feet to a point in the southeast right-of-way chamfer of said 138th Street and South University Avenue, as dedicated by said plat, for the most westerly northwest corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the southwest corner of said right-of-way chamfer bears S. 47° 55' 30" W. a distance of 29.09 feet;

THENCE N. 47° 55' 30" E. a distance of 12.51 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

EXHIBIT A

EXHIBIT 3

Bell Farms PID Method of Assessment

* Properties will be assessed based on the City's 2018 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2018 "net taxable value".

Bell Farms PID Proposed Service Plan

		PROPOSED					
	TAX YEAR	2018	2019	2020	2021	2022	Totals
PROPERTY VALUES	Estimated No. of Homes Closed	100	225	225	200	225	975
	Property Values*	26,418,566	60,696,937	95,660,876	127,574,094	163,875,575	-
	Discounted Property Values	23,776,709	54,627,244	86,094,788	114,816,684	147,488,018	-
FISCAL YEAR REVENUES		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
	Interest	$ -	713	2,145	3,786	6,283	12,928
0.12	Assessment @ $0.12	28,532	65,553	103,314	137,780	176,986	512,164
	Total Revenue	**$ 28,532**	**66,266**	**105,459**	**141,566**	**183,269**	**525,092**
EXPENSES							
Park 1 Maintenance							
Park on 137th/138th by Lift Station (1 acre)		$ -	-	9,600	9,792	9,988	29,380
Park 2 Maintenance							
Pocket Park SW/4		-	-	2,400	2,448	2,497	7,345
Park 3 Maintenance							
Park Located in NW/4		-	-	-	2,400	2,448	4,848
Park 4 Maintenance							
Playa Lake Park (9 acres approx)		-	-	-	-	65,280	65,280
Park 5 Maintenance							
Apprx 1/2 Acre Park in NE/4		-	-	-	-	-	-
Park 6 Maintenance							
Apprx 1/2 Acre Park in SE/4		-	-	-	-	-	-
Signage							
Neighborhood Entry Signs		-	-	1,000	1,000	1,000	3,000
Common Green Space Maintenance							
Walking Paths to Connect Parks (Path and Landscape)		-	-	-	-	-	-
Electric Cost for Park Lighting							
Proposed parks 1,4		-	-	1,800	1,836	1,873	5,509
Electric Cost for Irrigation							
Proposed Parks 1,4		-	-	1,380	1,408	1,436	4,223
Electric Cost for Irrigation							
Proposed Parks 2,3,5,6		-	-	14,400	14,688	14,982	44,070
Administrative Costs							
		-	4,500	4,587	3,357	9,950	22,394
Annual Operation Costs							
		-	4,500	4,635	4,774	4,917	18,826
Capital Outlay (Developer)							-
	Total Expenditures	**$ -**	**9,000**	**39,802**	**41,703**	**114,371**	**204,875**
Cash Reserves		**$ 28,532**	**85,798**	**151,455**	**251,318**	**320,216**	**320,216**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2018-2022		
Assessment per $100,000	**$**	**120.00**

EXHIBIT B

City of Lubbock, TX

Finance Department

Bell Farms PID Proposed 2022 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	Adopted Budget	Proposed					
TAX YEAR	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values*	176,517,365	267,018,867	213,797,712	213,797,712	306,109,244	218,073,667	218,073,667
Discounted Property Values	158,865,629	240,316,980	192,417,941	192,417,941	275,498,320	196,266,300	196,266,300
FISCAL YEAR REVENUES	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**Totals**
Interest	$ 1,642	3,627	4,500	4,474	4,402	5,771	$ 25,984
Assessment @ $0.12	190,639	288,380	230,902	230,902	330,598	235,520	1,647,711
Total Revenue	**$ 192,281**	**292,007**	**235,402**	**235,375**	**335,000**	**241,291**	**$ 1,673,694**
EXPENSES							
1-Acre Park - 2355 138th Street	$ 27,600	31,050	31,671	32,304	32,951	33,610	$ 189,185
Pocket Park 1 - 14001 Avenue W	6,200	6,975	7,115	7,257	7,402	7,550	42,498
Pocket Park 2 - 2124 135th Street	6,200	6,975	7,115	7,257	7,402	7,550	42,498
Playa Lake Park - 1912 146th St. / 14307 Avenue U	-	82,500	84,150	85,833	87,550	89,301	429,333
Basin Park Maintenance- 13525 Sherman Avenue	-	-	-	-	-	-	-
Walking Trail - Avenue U	-	-	-	-	-	-	-
Entry Sign - Loop 88 & Avenue U	-	5,000	5,000	5,000	5,000	5,000	25,000
Fence Line - Avenue U	-	5,000	5,000	5,000	5,000	5,000	25,000
Repair	10,000	15,000	15,000	15,000	15,000	15,000	85,000
Public Improvement Projects	40,000	25,000	25,000	25,000	25,000	25,000	165,000
Park Equipment Maintenance	-	15,000	15,000	15,000	15,000	15,000	75,000
Electric Utilities	2,529	10,000	10,200	10,200	10,404	10,404	53,737
Water Utilities	4,400	10,000	10,200	10,200	10,404	10,404	55,608
Administrative Costs	13,257	14,821	15,117	15,420	15,728	16,043	90,386
Annual Operation Costs	11,199	6,457	6,586	6,718	6,852	6,989	44,801
Total Expenditures	**$ 121,385**	**233,778**	**237,154**	**240,189**	**243,692**	**246,850**	**$ 1,323,048**
Cash Reserves	**$ 241,781**	**300,011**	**298,259**	**293,445**	**384,753**	**379,193**	**$ 379,193**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

Assessment Information for $100,000 home **$ 120.00**

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing on the proposed 2022 Assessment Rate for the Upland Crossing Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 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.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing PID for 2022. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, August 10, 2021, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2022 is $0.15 per $100 valuation. This is the same rate as 2021. All property will be assessed for 2022.

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

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entry ways and parks, repair and replace amenities, including alley fences, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2022, based on estimated values, is $180,063.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Upland Crossing PID Advisory Board

Attachments

Upland Crossing PID Public Hearing Notice 2022
Upland Crossing PID Draft Ord with EXH A, B

Notice of Public Hearing for the Review of the Assessment Rate for the Upland Crossing Public Improvement District

Please take notice that on August 23, 2022, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2022 assessment rate for property owners in the Upland Crossing Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing 8in the City Secretary's Office after August 11, 2022.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i)acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, fences, ponds, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $467,064 over the next five years. The estimated annual cost rises from $81,362 in FY 2022-23 to $98,935 in FY 2026-27. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2026.

Boundaries: The District is located within the City of Lubbock, Texas. The proposed Upland Crossing Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Gerardi, City of Lubbock Business Development Department at 775-3082.**

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 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

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

WHEREAS, through Resolution No. 2019-R0375 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Upland Crossing Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On December 3, 2019, the City Council passed Ordinance No. 2019-O0167, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2022 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 23, 2022, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2022 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2022 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 valuation for tax years 2022 through 2026, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2022 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 23, 2022 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2022 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2023 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2022.

Passed by the City Council on second reading on _____, 2022.

_____

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/ORD. Economic Development – Upland Crossing PID – Service Plan, Assessment Role, and Levy
August 23, 2022

EXHIBIT A

Resolution No. 2019-R0375

Item No. 7.2.1

October 8, 2019

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

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

WHEREAS, the Petition covers property within an area generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west, with such property being the development known as Upland Crossing, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the eighth (8th) day of October, 2019, at four thirty (4:30) p.m., at Fire Station 16 located at 4030 114th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

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

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

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

(b) That authorization of the Upland Crossing Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing Public Improvement District through Fiscal Year 2024-25 is approximately one hundred fifty-six thousand nine hundred and ninety five dollars ($156,995) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Upland Crossing Public Improvement District through Fiscal Year 2024-25, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Upland Crossing Public Improvement District and the City, all the Costs will be paid by the Upland Crossing Public Improvement District through assessments on the property within the boundaries of the Upland Crossing Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Upland Crossing Public Improvement District Advisory Board for the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Upland Crossing Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Upland Crossing Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Upland Crossing Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Upland Crossing Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Upland Crossing Public Improvement District, an election will be held for the Upland Crossing property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Upland Crossing Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Upland Crossing Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Upland Crossing Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

Passed by the City Council this 8th **day of** October **, 2019.**

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, August 14, 2019) in the area known as Upland Crossing, as shown on the attached map, petitioners own 100% of the value; AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID, the petitioners own 100% of the total area within the proposed Upland Crossing PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of August, 2019.

(City Seal)

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

EXHIBIT A
Exhibit 1

August 16, 2019

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis CB
Sally Still Abbe, Director of GIS and Data Services SA

CC: Blu Kostelich, Chief Financial Officer

Re: Upland Crossing Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Upland Crossing development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 14, 2019). Since the petitioners, Storehouse Land Company LLC and Betenbough Homes LLC, own 100% percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 100% percent of the total area within the proposed Upland Crossing PID area so they pass the area test.

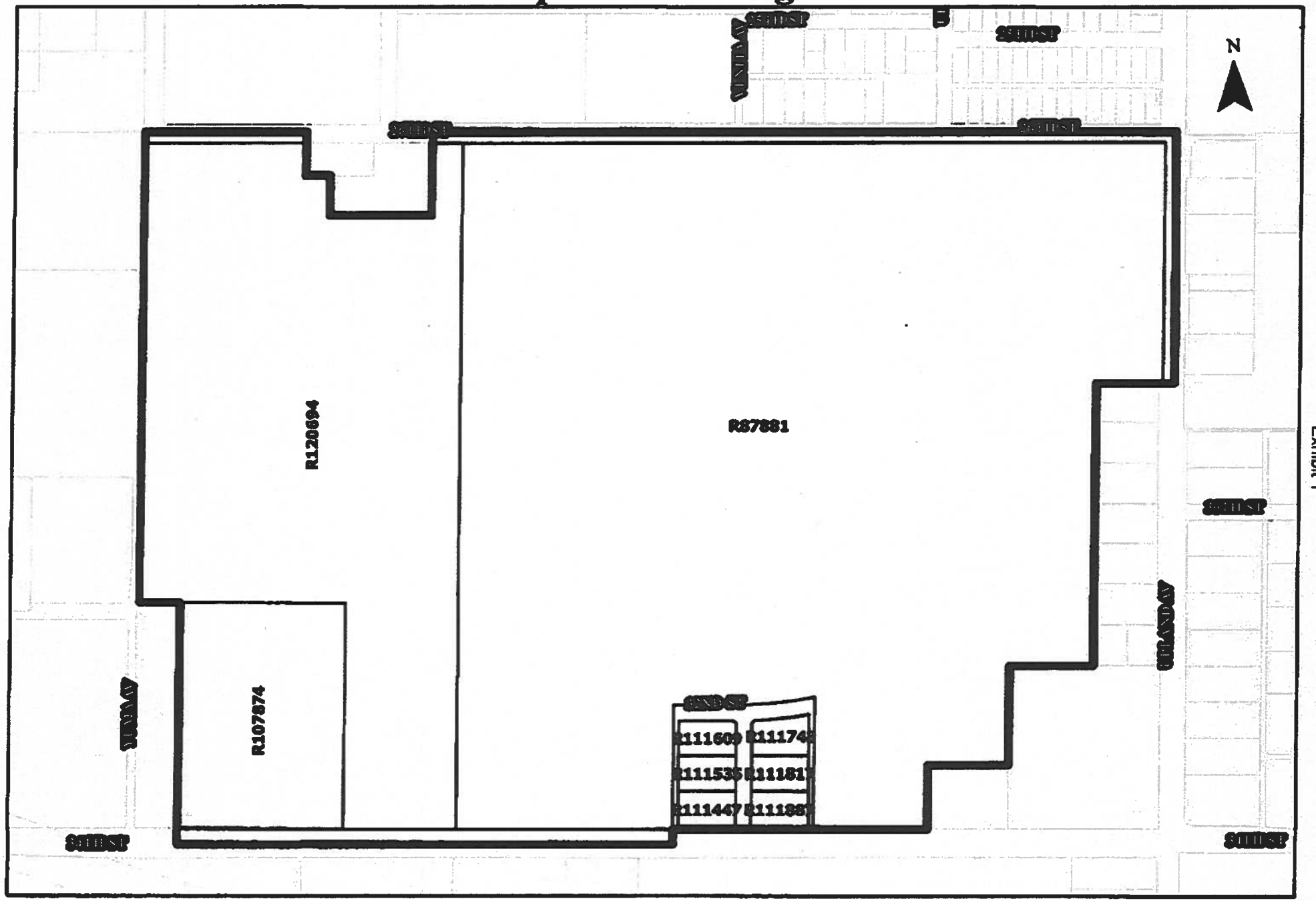
The notarized signature on the Upland Crossing petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by Sally Abbe, Director of GIS and Data Services.

EXHIBIT A
Exhibit 1

Upland Crossing Public Improvement District
LCAD Roll 8-14-19

Property ID	Owner Name	Mailing Address	Property Address	Legal Description	2018 Market Value	2018 Taxable Value
R107874	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C3B AC: 12.562	28,728	28,728
R111447	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 1	3,100	3,100
R111535	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 2	3,150	3,150
R111609	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3202 VIOLA AVE, LUBBOCK, TX 79407	WILDERLAND PARK L 3	2,850	2,850
R111749	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 4	3,200	3,200
R111817	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 5	3,150	3,150
R111887	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 6	3,200	3,200
R120694	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C5 AC: 51.161	52,696	8,953
R87881	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	2602 UPLAND AVE, LUBBOCK, TX 79407	BLK AK SEC 42 AB 1264 TR D1 & TR D3 AC: 131.787	658,935	65,018

Upland Crossing PID



Proposed PID Boundary

City of Lubbock

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO UPLAND CROSSING

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $700,000estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $75,000 for proposed improvements made by developer (Betenbough Homes, LLC).

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

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

accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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

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

[Signature on following page]

PETITIONERS:

Storehouse Land Company, LLC

Ron Betenbough

Ron Betenbough, Vice President

Betenbough Homes, LLC

Chris Berry

Chris Berry, Authorized Agent

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Ron Betenbough, Vice President of Storehouse Land Company, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Chris Berry, an Authorized Agent of Betenbough Homes, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing her name in such capacity.

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

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

July 3rd, 2019

Cheryl Brock
City of Lubbock, Tx
1625 13th Street
Lubbock, Tx 79457

RE: Upland Crossing, Public Improvement District

Dear Honorable Mayor and City Council;

Upland Crossing is a residential development within the city limits of the City of Lubbock bound on the West by Yuma Ave, the East by Upland Ave, the North by 26th St, and the South by 34th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Upland Crossing

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased 212 acres. Betenbough plans to invest approximately $700,000 in improvements for this park system before it would be deeded over to the City and the PID. This would include items such as: playscapes, benches, walking trails, landscaping, etc. (subject to change) We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition for dissolving the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

BETENBOUGH
HOMES

6. Map of the area is attached to this email and is to be added to the petition.

7. In regard to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $700,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $75,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.15 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

Our goal is to provide all the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Land Planning Manager

Betenbough Homes

EXHIBIT A
Exhibit 1

6310 Genoa Ave. Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

A tract of land located in Section 42, Block AK, Abstracts No. 851 and 1264, Lubbock County, Texas, comprised of that certain 188.5074 acre tract of land conveyed to Storehouse Land Company, LLC, described as "Tract 6" in a Warranty Deed recorded in County Clerk's File Number 2017029518 of the Official Public Records of Lubbock County, Texas, and all of Lots 1 through 6 and the streets and alleys in Wilderland Park, a subdivision in said Section 42, according to the map, plat and/or dedication deed thereof recorded in Volume 1679, Page 157 of the Deed Records of Lubbock County, Texas, and that certain 12.5643 acre tract of land conveyed to Storehouse Land Company, LLC, described in a Correction Deed recorded in County Clerk's File Number 2017045208 of the Official Public Records of Lubbock County, Texas, said tract contains 206.557 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the north line of 34th Street, as described in a Dedication Deed recorded in Volume 3917, Page 293 of the Real Property Records of Lubbock County, Texas, and in the west line of that certain 1.62 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2012034420 of the Official Public Records of Lubbock County, Texas, for the most southerly southeast corner of this tract and having coordinates of Northing: 7,269,270.40 and Easting: 909,435.23, Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found near the centerline of 34th Street and in the south line of said Section 42 at the southwest corner of said 1.62 acre tract bears S. 01° 48' 16" W. a distance of 55.00 feet, and a railroad spike found at the southeast corner of said Section 42 bears S. 01° 48' 16" W. a distance of 55.00 feet and S. 88° 11' 01" E. a distance of 900.06 feet, said section corner having coordinates of Northing: 7,269,186.92 and Easting: 910,332.89, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

THENCE N. 88° 11' 01" W., along the south line of said Section 42 at a distance of 1218.86 feet pass a railroad spike found near the centerline of 34th Street at the most southerly southwest corner of said 188.5074 acre tract, same being the southeast corner of said 12.5643 acre tract and having coordinates of Northing: 7,269,283.87 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 57' 36" E., along the east lines of said Alcove Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 52' 43" W., along the west line of said 1.0 acre tract and the west line of six small acreage tracts of land, a distance of 1049.95 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the southwest corner of another 1.0 acre tract of land described in a Warranty Deed recorded in Volume 6961, Page 92 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and the most easterly southeast corner of this tract;

THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract;

THENCE S. 01° 48' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 10" W. a distance of 299.99 feet to a 1/2" iron rod found at the northwest corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A
Exhibit 1

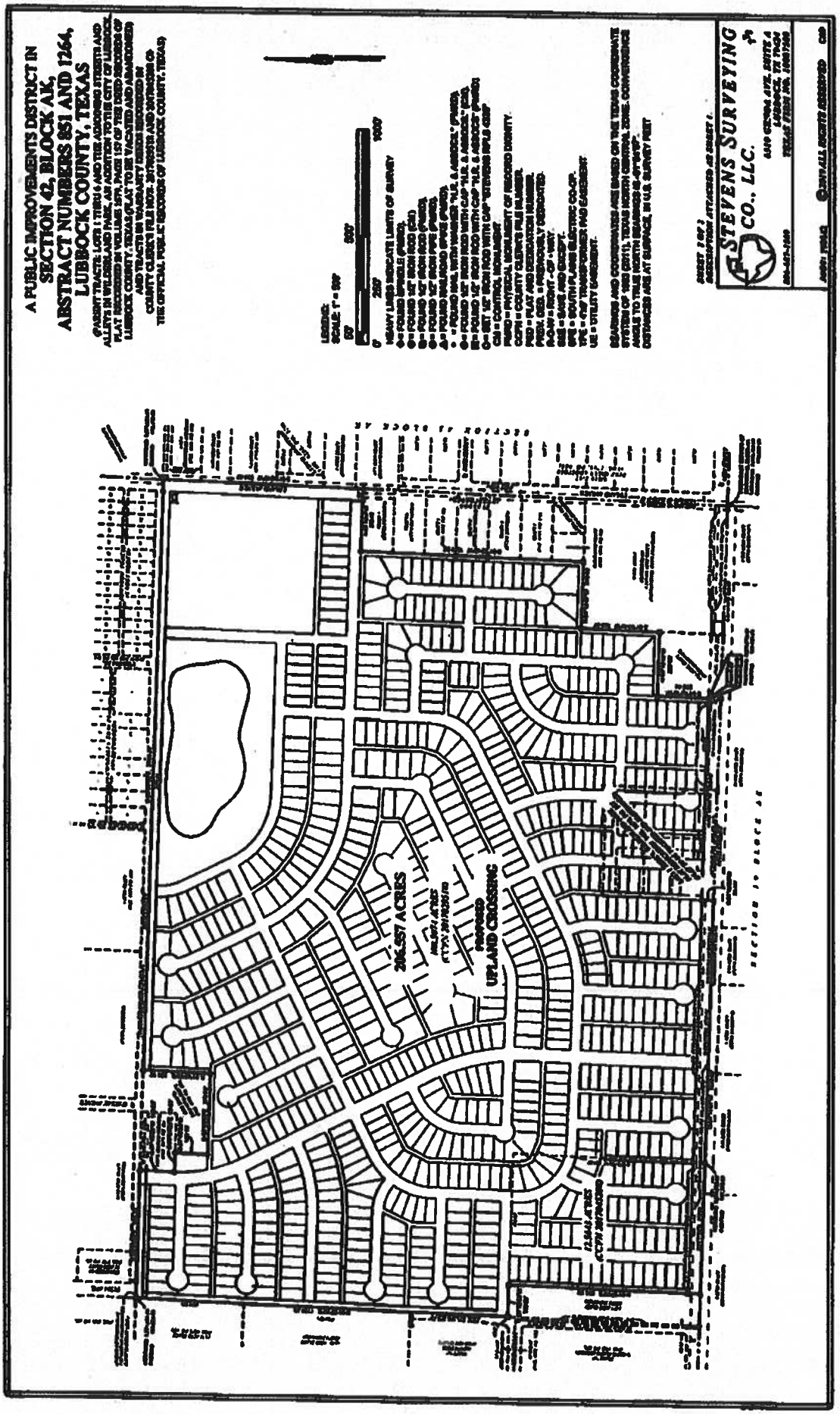


Exhibit 2

Upland Crossing PID

N
25TH ST
26TH ST
VIA
MAIN AVE
MAIN AVE
MAIN AVE

EXHIBIT A
Exhibit 2

STEVENS SURVEYING CO., LLC

6310 Genoa Ave, Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

A tract of land located in Section 42, Block AK, Abstracts No. 851 and 1264, Lubbock County, Texas, comprised of that certain 188.5074 acre tract of land conveyed to Storehouse Land Company, LLC, described as "Tract 6" in a Warranty Deed recorded in County Clerk's File Number 2017029518 of the Official Public Records of Lubbock County, Texas, and all of Lots 1 through 6 and the streets and alleys in Wilderland Park, a subdivision in said Section 42, according to the map, plat and/or dedication deed thereof recorded in Volume 1679, Page 157 of the Deed Records of Lubbock County, Texas, and that certain 12.5643 acre tract of land conveyed to Storehouse Land Company, LLC, described in a Correction Deed recorded in County Clerk's File Number 2017045208 of the Official Public Records of Lubbock County, Texas, said tract contains 206.557 acres of land, more or less, being further described by metes and bounds as follows:

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THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

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northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

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THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

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This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A

Exhibit 3

Upland Crossing PID Proposed Method of Assessment

* Properties will be assessed based on the City's 2020 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2020 "net taxable value".

Upland Crossing Proposed PID Service Plan

TAX YEAR			PROPOSED					
		2019	2020	2021	2022	2023	2024	Totals
PROPERTY VALUES	Estimated # of Homes Closed			100	125	150	125	500
	Property Values* (Taxable Value)	121,349	800,000	15,816,000	34,882,320	58,079,966	77,991,566	77,991,566
	Discounted Property Values	121,349	720,000	14,234,400	31,394,088	52,271,970	70,192,409	70,192,409
FISCAL YEAR REVENUES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
	Interest	$ -	-	-	359	1,357	1,563	3,279
0.15	Assessment @ $0.15	-	1,080	21,352	47,091	78,408	105,289	253,219
	Total	$ -	1,080	21,352	47,091	78,408	105,289	256,498
FISCAL YEAR EXPENSES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
Park 1								
6 acre Playa park with apprx 3 acres landscaped (with 1 acre of water)		$ -	-	-	-	48,000	48,960	96,960
Park 2								
pocket park SW side along "Spine"		-	-	-	-	9,600	9,792	19,392
Signage								
Neighborhood Entry Signs		-	-	-	-	1,000	1,020	2,020
Alley Fences								
Fences that separate an alley adjacent to a street		-	-	-	-	1,000	1,020	2,020
Electric Cost for park lighting and irrigation								
Proposed parks 1 and 2		-	-	-	-	3,180	3,244	6,424
Administrative Costs		-	1,000	3,000	3,060	3,121	3,184	13,365
Annual Operation Cost (2019 is only the cost of setting 2021 assessment)		1,000	3,700	4,000	4,120	4,244	4,371	21,435
Developer Funding of Costs		(1,000)	(3,620)					(4,620)
	Total	$ -	1,080	7,000	7,180	70,145	71,590	156,995
Cash Reserves		$ -	-	14,352	54,263	62,526	96,224	96,224

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION
2020-2024
Assessment per $100,000

EXHIBIT B
City of Lubbock, TX
Finance Department
Upland Crossing PID 2022 Proposed Service and Assessment Plan

Assessment Plan

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	Budget	Proposed					
TAX YEAR	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable Value)	35,926,001	133,380,051	158,547,652	180,468,605	184,077,977	187,759,537	187,759,537
Discounted Property Values	32,333,401	120,042,046	142,692,887	162,421,745	165,670,179	168,983,583	168,983,583
FISCAL YEAR REVENUES	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	
Interest	$ -	763	2,753	5,209	8,275	11,465	$ 28,465
Assessment @ $0.15	48,500	180,063	214,039	243,633	248,505	253,475	1,188,216
Total	**48,500**	**180,826**	**216,792**	**248,842**	**256,780**	**264,941**	**$ 1,216,681**
FISCAL YEAR EXPENSES	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**Totals**
Park 1							
6 acre Playa park with apprx 3 acres landscaped (with 1 acre of water)	-	48,000	48,000	48,960	49,939	50,938	$ 245,837
Park 2							-
Pocket park SW side along "Spine"	-	-	9,600	9,792	9,988	10,188	39,567
Entry Signs	-	-	1,000	1,020	1,040	1,061	4,122
Alley Fences							-
Fences that separate an alley adjacent to a street	-	-	1,000	1,020	1,040	1,061	4,122
Repairs	-	10,000	10,000	10,000	10,000	10,000	50,000
Playground Equipment Maintenance	-	2,500	2,500	2,500	2,500	2,500	12,500
Electric Cost	-	2,500	2,550	2,601	2,653	2,706	13,010
Water Cost	-	1,000	1,590	1,622	1,654	1,688	7,554
Administrative Costs	2,890	10,605	10,817	11,033	11,254	11,479	58,079
Annual Operation Cost	6,568	6,757	6,892	7,030	7,171	7,314	41,732
Total	**$ 9,458**	**81,362**	**93,949**	**95,578**	**97,240**	**98,935**	**$ 476,522**
Cash Reserves	**$ 38,163**	**137,627**	**260,470**	**413,733**	**573,274**	**739,280**	**$ 739,280**

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

Assessment Information per $100,000 Home **$ 150.00**

EXHIBIT B
2022 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

AI# 10864
Regular City Council Meeting
08/23/2022:

7. 13.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

Item Summary

On August 9, 2022, the City Council postponed the second reading of the ordinance to August 23, 2022. On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1615-N
Staff Report 1615-N
Documentation 1615-N

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. 1615-N; A ZONING CHANGE FROM C-4 SPECIFIC USE WITH ENCLOSED GARDEN CENTER TO C-4 ZONING DISTRICT AT 5801 WEST LOOP 289, LOCATED EAST OF WEST LOOP 289 AND SOUTH OF 58TH STREET, SOUTH PLAINS ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 1615-N

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 Specific Use with Enclosed Garden Center** to **C-4** zoning district at **5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1615-N
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1615-N
City Council Meeting	July 26, 2022

Applicant The Home Depot

Property Owner The Home Depot

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- July 10, 1969, Zone Case 1615, Ordinance No. 5681: This property was rezoned from R-1 to Two-Family District (R-2).
- October 10, 1974, Zone Case 1615-D, Ordinance No. 6977, & 6979: This property was rezoned from R-2 to General Retail District (C-3) Specific Use for a Shopping Center and tied to a site plan.
- September 12, 1985, Zone Case 1615-G, Ordinance No. 8815: An amended site plan was adopted.
- May 9, 1996, Zone Case 1615-H, Ordinance No. 9898: This property was rezoned from C-3 Specific Use for a Shopping Center to Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions.
- July 7, 2022, Zone Case 1615-N: The Planning and Zoning Commission recommended approval of a zone change from C-4 Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions to C-4 by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was platted in 1971 and the structure was built in 1996. The current Specific Use includes the following conditions:

1. That the outdoor display of portable buildings, plant material and garden and yard equipment shall be limited to the front sidewalk in a manner as to not effect pedestrian access or safety.
2. That 150 adjacent parking spaces to the South shall be used in conjunction with Home Depot.
3. That no product shall be stacked above exterior garden center chain link walls.

Adjacent Property Development

Properties to the east and south are zoned C-3 Specific Use for a Shopping Center and developed with parking lots, along with the South Plains Mall to the east. To the west across the Loop 289, is property zoned M-1 and developed with commercial uses. To the north is property zoned A-1 and C-2, developed with apartments and commercial properties.

Zoning Request and Analysis

Item Summary

The subject property is located at 5801 West Loop 289, east of West Loop 289 and south of 58th Street. The applicant is requesting a zone change to Commercial District C-4, in order to remove the existing Specific Use.

Current zoning: **Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center**

Requested zoning: **Commercial District C-4**

Intent Statements
The intent of the current and 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 current Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The location is along West Loop 289 which is designated as a Freeway, and 58th Street which is a Collector. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would 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 Commercial Uses. The proposed zone change to C-4 would be in complete conformance with the Future Land Use plan as well as the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Freeway, which is an appropriate location for C-4 uses.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1615-N

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from West Loop 289 and 58th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
West Loop 289, Freeway	R.O.W. 135 feet, 6 lane freeway, divided, paved.	R.O.W. 135 feet, 6 lane freeway, divided, paved.
58th Street, Collector	R.O.W. 60 feet, 2 lane undivided, paved.	R.O.W. 64 feet, 2 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

4.5 **District 3**

Case 1615-N: The Home Depot

Request for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at:

- 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

PLANNER SHANE SPENCER stated that there were seven (7) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

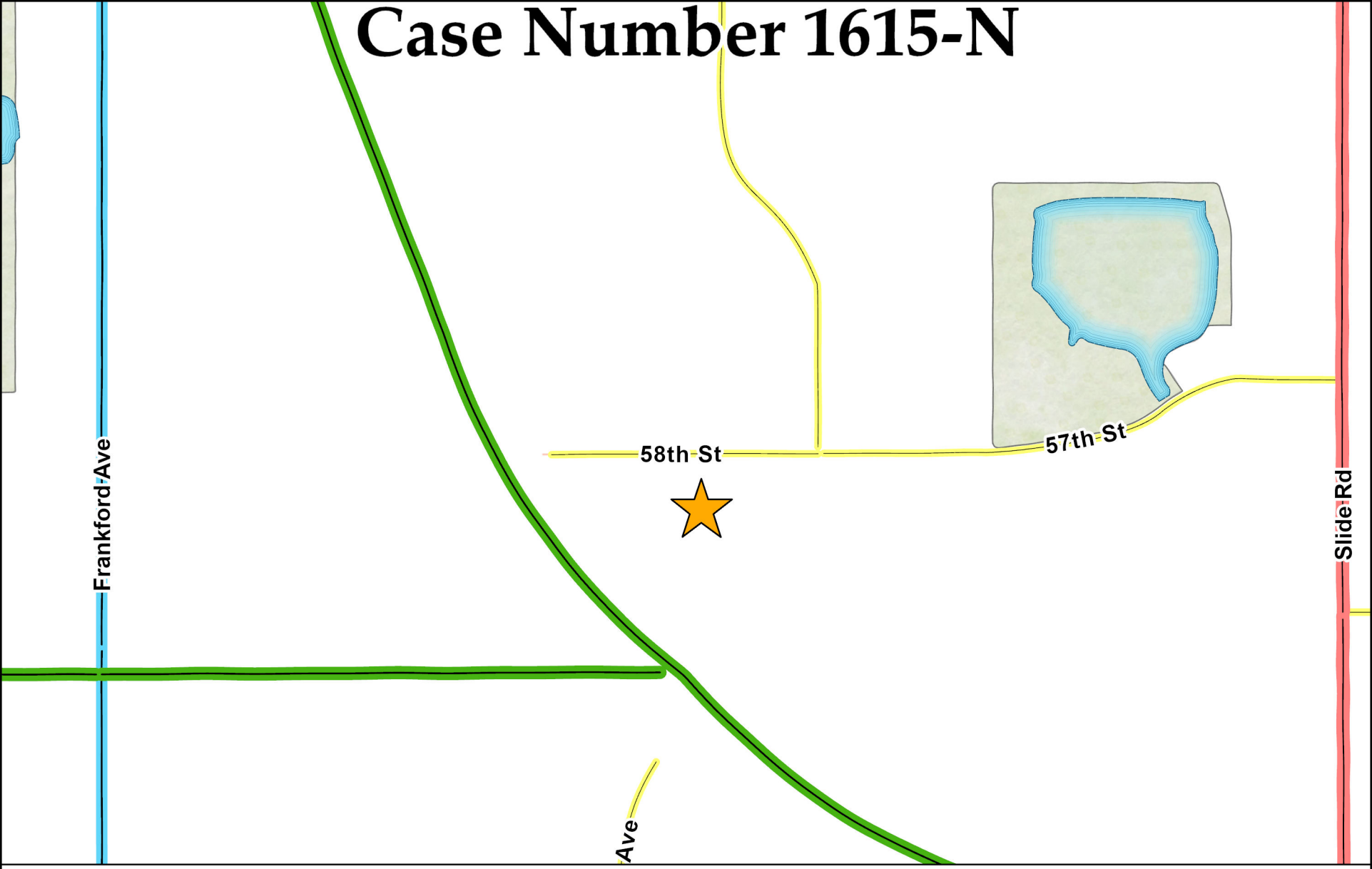
BOARD MEMBER JAMES BELL asked if the Home Depot was built today, if they would need a Specific Use. **MR. SPENCER** stated they would not need a Specific Use or conditions.

APPLICANT- was present, but did not want to comment.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1615-N,** a motion was made by **SUSAN TOMLINSON** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1615-N

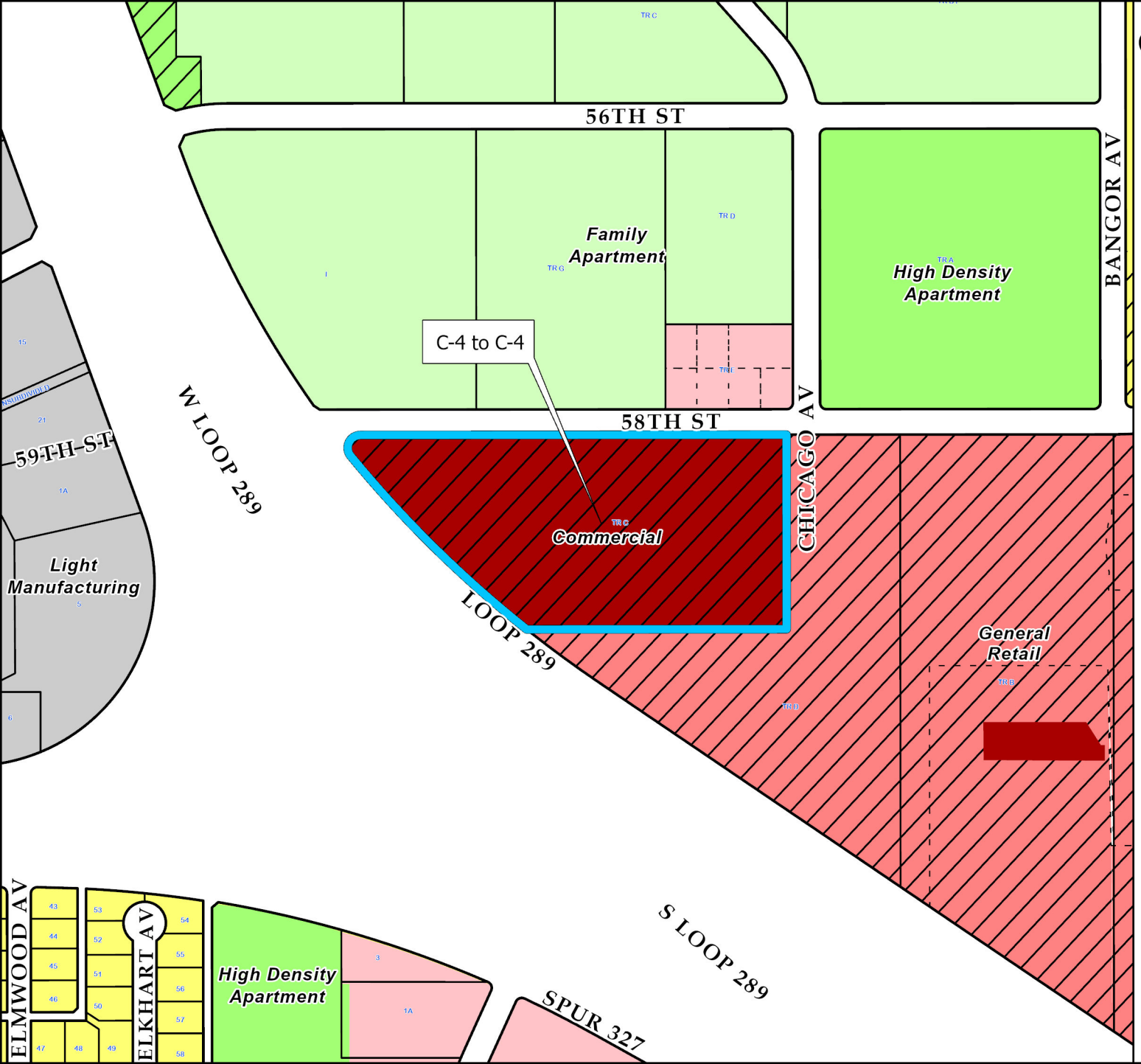


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 1615-N



Current Zoning

1615-N

Zoning Districts

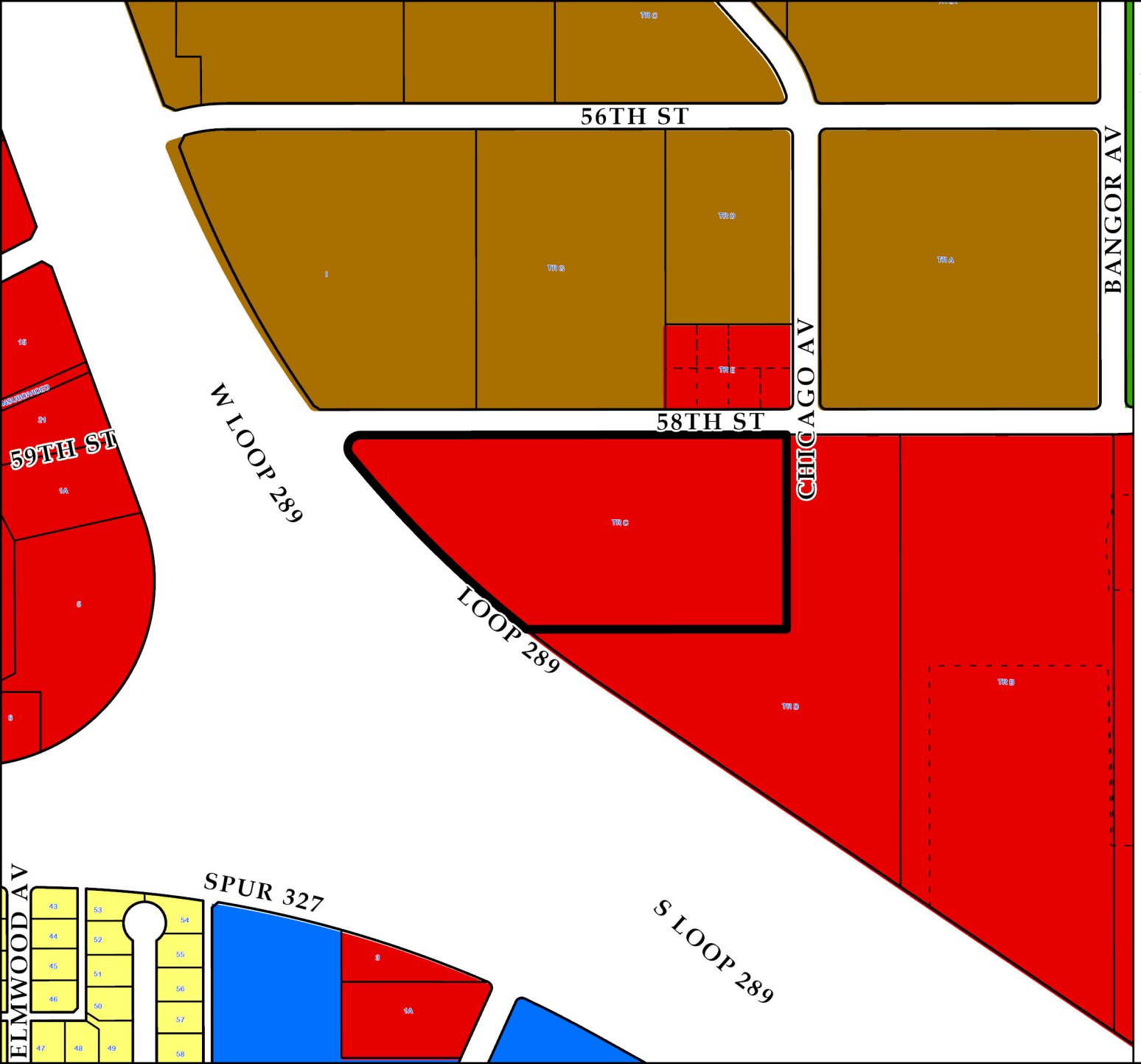
- Family Apartment
- High Density Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 1615-N

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

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022

1615-N

View to the north. Subject Property.

View to the east.

View to the south.

View to the west.

1615-N

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5801 W Loop 289, Lubbock TX 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Existing Zoning:

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: The Home Depot

Name: Lisa Boyd

Address: 5801 W City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806.765-1484 Email: lisa-boyd@homedepot.com

Applicant's Signature: LBond

Date: 5/24/22 Printed Name: Lisa Boyd

Owner Information

Firm Name: The Home Depot

Owner: The Home Depot

Address: 2455 Paces Ferry Road NW City: State:

ZIP Code: 30339 Telephone: 770-433-8211 Email: SSC.Phone/Extension_Searc

Property Owner's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

Preparer Information

Preparer's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

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.

Information

Agenda Item

Resolution - Engineering: Consider a resolution accepting the Semi-Annual Report of the Capital Improvements Advisory Committee (CIAC) and the recommendations therein.

Item Summary

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees

On April 26, 2022, the City Council approved Ordinance No.2022-O0068, amending Chapter 41, Impact Fees; adopting an updated Impact Fee study; updating Roadway Impact Fee Collection Rates, and adding a section for annexed areas.

In accordance with Texas Local Government Code Chapter 395.058, the Capital Improvements Advisory Committee (CIAC) is required to file a semi-annual report to the City Council with respect to the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Semi Annual Report

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") approved future land use assumptions and a capital improvements plan and on October 27, 2020 City Council adopted an ordinance, No. 2020-O0136, establishing impact fees in the City of Lubbock to assist in the financing of capital improvements required by new development; and

WHEREAS, the City Council created a committee on June 11, 2019 through Resolution No. 2019-R0202, named the Capital Improvements Advisory Committee (the "CIAC"), in accordance with the requirements of Section 395.058 of the Texas Local Government Code and for the purpose of:

(1) Advising and assisting the political subdivision in adopting land use assumptions;

(2) Review the capital improvements plan and file written comments;

(3) Monitor and evaluate implementation of the capital improvements plan;

(4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) Advising the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and

WHEREAS, the Committee met on July 14, 2022 to hear staff updates and consider any changes in Committee recommendations to present to the City Council as part of the Committee's semi-annual report, said report is attached as Exhibit "A" and incorporated herein; and **NOW, THEREFORE:**

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

THAT the semi-annual report of the CIAC and the recommendations therein are 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 _____.

_____

TRAY PAYNE, 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. Acceptance CIAC 2nd Report 2022
08.12.22

Exhibit A

Semi-Annual Progress Report

Capital Improvements Advisory Committee for Roadway Impact Fees

July 2022

CIAC Semi-Annual Report
July 2022

Introduction

This report was prepared by the City of Lubbock Engineering staff and adopted by the Capital Improvements Advisory Committee for Roadway Impact Fees ("CIAC"). The purpose of this report is to advise the City Council, in accordance with Chapter 395 of the Texas Local Government Code of the status of the Impact Fee Program. This report should include information with respect to the progress of the capital improvements plan (or capacity plan) and any perceived inequities in implementing the plan or imposing the impact fee.

Program Overview and Status

On October 27, 2020, Lubbock City Council adopted the impact fee ordinance (Ord. #2020-O0136). Impact fees are charges assessed by local governments on new development projects in order to partially fund roadway, wastewater, and water improvements that are necessitated by new development. These funds are offset by City of Lubbock funds to build the infrastructure as detailed in the capacity plans.

The effective date set for implementation of Roadway Impact Fees was June 1, 2021 at a discounted rate set by City Council as shown below:

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)	Collection Rate Per Single Family	Collection Rate For Non-Single Family***
A	$878	$439	$439
B	$655	$327.50	$327.50
C	$825	$412.50	$412.50
D	$639	$319.50	$319.50
E	$994	$497.50	$497.50
F	$1,178	$589	$589
G	$23	$0	$0
H	$77	$0	$0

***** Impact Fee Reductions for Collection Rates.**

The effective date for the implementation of wastewater and water impact fees was June 1, 2022. The Wastewater Impact Fees were set at a discounted rate by City Council as shown below:

Meter Size (Based on Water Meter)	Maximum Impact Fee	Collection Rate
1"	$562	$0
1.5"	$1,124	$0
2"	$1,798	$0
3"	$3,934	$0
4"	$6,744	$0
6"	$14,050	$0
8"	$26,976	$0
10"	$42,712	$0

The Water Impact Fees were set at a discounted rate by City Council as shown below:

Water Meter Size	Maximum Impact Fee	Collection Rate
1"	$576	$0
1.5"	$1,152	$0
2"	$1,843	$0
3"	$4,032	$0
4"	$6,912	$0
6"	$14,400	$0
8"	$27,648	$0
10"	$43,776	$0

The status of various program elements are as follows:

- **Study Update**
  On April 26, 2022, Lubbock City Council amended the impact fee ordinance (Ord. #2022-O0068). This ordinance approved the updated impact fee study dated December 2021 that added newly annexed areas into the appropriate roadway service areas, recalculated the maximum fees per service area, and updated the Roadway Service Area map.

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)	Collection Rate Effective before 10/01/2022	Collection Rate Effective on or after 10/01/2022
A	$855	$439	$427.50
B	$655	$327.50	$327.50
C	$825	$412.50	$412.50
D	$623	$319.50	$311.50
E	$1,011	$497.50	$505.50
F	$1,188	$589	$594
G	$22	$0	$0
H	$77	$0	$0

- **Ordinance Update**
  On April 26, 2022, Lubbock City Council amended the impact fee ordinance (Ord. #2022-O0068). The ordinance was revised to include language for future annexed areas that automatically places those areas into the nearest, adjacent service area.

- **Land use assumptions**
  No change.

- **Roadway Impact Fee Revenues**

Service Area	Total Revenue Thru 5/31/22	Total Revenue in June 2022	Total Revenue Thru 6/30/22
A	$ 277,069.05	$ 60,959.71	$ 338,028.76
B	$ 37,655.78	$ 0	$ 37,655.78
C	$ 0	$ 0	$ 0
D	$ 0	$ 0	$ 0
E	$ 29,521.81	$ 52,721.76	$ 82,243.57
F	$ 309,791.42	$ 154,447.58	$ 464,239
G	$ 0	$ 0	$ 0
H	$ 0	$ 0	$ 0
Total	**$ 654,038.06**	**$ 268,129.05**	**$ 922,167.11**

Total revenue collected through June 30, 2022: $ 922,167.11

- **Roadway Impact Fee Expenditures**

The total expenditures distributed through June 30, 2022 by service areas is:

Service Area	Total Fees Distributed
A	$0
B	$0
C	$0
D	$0
E	$0
F	$0
G	$0
H	$0

- **Credit Agreements**

At this time, there have been no credit agreements submitted for review.

Recommendations

The CIAC submits the following recommendations for consideration by the City of Lubbock City Council:

- The Roadway Impact Fee is being collected and maintained in accordance with state law and City code.
- Charge maximum fees for roadway impact fees.

The committee endorses this report and its recommendations and will discuss such with the City Council at their request.

Thomas Payne, Chair

Michael G. Keenum, City Engineer
Staff Liaison