City of Lubbock, Texas
Regular City Council Meeting
September 13, 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.

12:30 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. Chapter 43 of the Texas Government Code

1. 1. 2. Chapter 22 of the Lubbock City Code and Chapter 13 of the Texas Water Code

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. Blk. B, Sec 2, AB 659 RRC

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

1. 4. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation, Lake Alan Henry Board of Appeals, LECD Board of Managers, and the Planning and Zoning Commission.

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 - 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 September 13, 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. August 9, 2022 Regular City Council Meeting
August 9, 2022 Special City Council Meeting - Citizens Advisory Committee Recommendations Work Session
August 16, 2022 Special City Council Meeting - November 2022 Bond Election
August 17, 2022 Special City Council Meeting - November 2022 Bond Election

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.**

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0126, Amendment 36, amending the FY 2021-22 Budget for municipal purposes respecting Civil Service positions; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0127, 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.

5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0128, 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.

5. 3. 1. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a FY 2023 Section 5304 Planning Grant, TxDOT PLN 2303 (05) 040_22, Project ID 51008030523, with the Texas Department of Transportation, for preliminary engineering, initial design, and environmental work.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 39, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Centers for Disease Control and Prevention and the Federal Communications Commission; providing for filing; and providing for a savings clause.

5. 5. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0129, a Supplemental Ordinance updating the Vintage Township Service and Assessment Plan and Assessment Roll.

5. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0135, 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.

5. 7. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0130, 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.

5. 8. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0131, 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.

5. 9. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0132, 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.

5. 10. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0133, 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.

5. 11. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0134, 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.

5. 12. **Resolution - Finance:** Consider a resolution authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2022-23.

5. 13. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to W.L. Plastics Corporation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 14. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to True North Steel, pursuant to Section 501.073 of the Texas Local Government Code.

5. 15. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, Medication-Assisted Treatment, and all related documents, by and between the City of Lubbock Health Department and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

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

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

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

5. 19. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute HOME Investment Partnership Program Funding Agreement 16771 and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiative.

5. 20. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 16680, with Tommy Klein Construction, Inc., for the Roadway Sign Replacement at the Lubbock Preston Smith International Airport.

5. 21. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 16678, with Lydick-Hooks Roofing Company, for Hangar Roof Maintenance at Lubbock Preston Smith International Airport.

5. 22. **Resolutions - Public Transit Services:** Consider two resolutions authorizing the Mayor to execute Contract 16534 with Precision Body Works and Contract 16720 with Bruckner Truck & Equipment, for body work and accident damage repair on Citibus vehicles.

5. 23. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract between the Lubbock Metropolitan Planning Organization (LMPO) and the City of Lubbock, for transit services to the LMPO's Unified Planning Work Program.

5. 24. **Resolution - Libraries:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and Lubbock County, for county-wide library services.

5. 25. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2022-23 and FY 2023-24.

5. 26. **Ordinance 1st Reading - Engineering:** Consider an ordinance amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in Right-of-Way; providing a penalty; providing a savings clause; and providing for publication.

5. 27. **Resolution - Storm Water:** Consider a resolution authorizing the Mayor to execute Contract 16659, with Raider Power Lawn Care, LLC, for mowing and litter control at the detention basin of Playa Lake 44, located at 19th Street and Quaker Avenue, Lubbock, Texas.

5. 28. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Construction Manager at Risk Contract 15202, with Lee Lewis Construction, Inc., for services related to the construction and renovation of an existing 14,250 square-foot space into the Municipal Court Facility.

5. 29. **Resolution - City Manager:** Consider a resolution to suspend for forty-five (45) days, the effective date proposed by West Texas Gas Utility, LLC, to increase rates under the Gas Reliability Infrastructure Program (GRIP).

5. 30. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to deny Southwestern Public Service Company's proposed increase in rates; authorizing the City of Lubbock's continued participation with other cities in the Alliance of Xcel Municipalities, to direct the activities of lawyers and consultants; authorizing the hiring of attorneys and consultants; authorizing the intervention and participation in related rate proceedings; and requiring reimbursement of reasonable legal and consultant expenses.

5. 31. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0122, 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.

5. 32. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0123, 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.

5. 33. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0124, 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.

5. 34. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 16614, with RAYO Planning, for the development of neighborhood plans for the Jackson-Mahon (District 1) and Dunbar-Manhattan Heights (District 2) neighborhoods.

6. **Regular Agenda**

6. 1. **Public Hearing - Police Department:** Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

6. 2. **Public Hearing - Planning (District 2):** Hold a public hearing and consider an ordinance for a request for annexation, from Lone Oak Homes, LC, a Texas Limited Company, to annex an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard.

6. 3. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0125, 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.

6. 4. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0136 approving and adopting a budget for Fiscal Year 2022-23; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of

Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2022-23 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 22.04.133 of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising the septic tank load and disposal permit fees as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

6. 5. **Resolution - Finance:** Consider a resolution ratifying the adoption of the FY 2022-23 Budget that raises more tax revenue than was generated in the previous year.

6. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2022-O0137 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2022; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

6. 7. **Resolution - Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2022-23 and distributing receipts, net of collection of expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

6. 8. **Resolution - Lubbock Power & Light:** Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2022.

AI# 11000
Regular City Council Meeting 1. 4.
09/13/2022:

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 Electric Utility Board, Health/Educational Facilities Development Corporation, Lake Alan Henry Board of Appeals, LECD Board of Managers, and the Planning and Zoning Commission.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

AI# 10970
Regular City Council Meeting 4. 1.
09/13/2022:

Information

Agenda Item

August 9, 2022 Regular City Council Meeting
August 9, 2022 Special City Council Meeting - Citizens Advisory Committee Recommendations Work Session
August 16, 2022 Special City Council Meeting - November 2022 Bond Election
August 17, 2022 Special City Council Meeting - November 2022 Bond Election

Item Summary

August 9, 2022 Regular City Council Meeting
August 9, 2022 Special City Council Meeting - Citizens Advisory Committee Recommendations Work Session
August 16, 2022 Special City Council Meeting - November 2022 Bond Election
August 17, 2022 Special City Council Meeting - November 2022 Bond Election

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

8.9.2022
8.9.2022 S Work Session
8.16.2022 S
8.17.2022 S

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 9, 2022
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 9th 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; Executive Session; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.22; 7.1-7.5.*
- *Item No. 7.1 was postponed to August 23, 2022.*

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. Topics discussed included: the potential adoption of the no new revenue tax rate and the relevant adjustments to the proposed budget that would be necessary should that rate be adopted.

Blu Kostelich, chief financial officer; Shaun Fogerson, fire chief; Neal Barron, assistant chief of police; and Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

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

2. Executive Session

The meeting recessed at 2:33 p.m. and reconvened in Executive Session under the provision of Section 551, Texas Government Code. City Council adjourned from Executive Session at 3:35 p.m. The meeting was called back into open session at 3:52 p.m., and was called to order at 3:54 p.m.

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

2. 1. 1. City Attorney

2. 1. 2. City Manager

2. 1. 3. City Secretary

Immediately following the conclusion of the Executive Session, the City Council reconvened in Open Session in City Council Chambers.

City Council reconvened at 3:52 p.m.

3. Ceremonial Items

3. 1. Invocation

Executive Pastor Brian Brownlow, Lakeridge United Methodist Church, led the invocation.

3. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 3:54 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 9, 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:

- George Hardberger, with Lone Oak Homes, LC, appeared before City Council to speak in favor of item 7.2 (a resolution authorizing the Mayor to execute a Municipal Services Agreement with Lone Oak Homes, LC).

5. Minutes

5. 1. June 21, 2022 Special City Council Meeting - Electric Utility Board
July 12, 2022 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve the June 21, 2022 Special City Council Meeting minutes; and the July 12, 2022 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Mark W. McBrayer, seconded by Council Member Christy Martinez-Garcia, to approve items 6.1-6.22.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O00106, 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; providing for filing; and providing for a savings clause.

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

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** 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. 3. **Budget Ordinance Amendment 1st Reading - Finance:** 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. 4. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O00107, abandoning and closing a portion of the 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

6. 5. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0119, abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

6. 6. **Resolution - Engineering:** Resolution No. 2022-R0334 authorizing the Mayor to execute Contract 16727, with Plummer Associates, Inc., for professional engineering construction phase services for the construction of the new 8-million-gallon ground storage tank at the North Water Treatment Plant.

6. 7. **Resolution - Engineering:** Resolution No. 2022-R0335 authorizing the Mayor to execute Change Order No. 3 to Contract 15477, with Garney Construction, for construction of the Low Head C Supply Line.

6. 8. **Resolution - Business Development:** Resolution No. 2022-R0336 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Texas Panhandle Forensics, LLC, at 2002 Avenue J, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

6. 9. **Resolution - Business Development:** Resolution No. 2022-R0337 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WMAO, LLC, at 907 Texas Avenue, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

6. 10. **Resolution - Information Technology:** Resolution No. 2022-R0338 authorizing the Mayor to execute Purchase Order 364478, with Dell Marketing, LP, for Dell laptops and accessories for the Police Department.

6. 11. **Resolution - Fleet Services:** Resolution No. 2022-R0339 authorizing the Mayor to execute Purchase Order 31067663, with Lubbock Truck Sales, for the purchase of one Tandem Axle, Cab and Chassis Truck, for the Water Distribution & Maintenance Department.

6. 12. **Resolution - Fleet Services:** Resolution No. 2022-R0340 authorizing the Mayor to execute Purchase Order 31067757, in accordance with BuyBoard Contract 601-19, with Doggett Freightliner of South Texas LLC, for the purchase of one 2023 Freightliner 114SD 12-Yard Dump Truck, for the Alley Maintenance Department.

6. 13. **Resolution - Public Transit Services:** Resolution No. 2022-R0341 authorizing the Mayor to execute a FY 2023 Section 5307 Grant, TxDOT URB 2302 (05), Project ID 51309020523, with the Texas Department of Transportation, for operating assistance for Citibus.

6. 14. **Resolution - Emergency Management:** Resolution No. 2022-R0342 authorizing and approving the 2022 City of Lubbock/Lubbock County Inter-jurisdictional Emergency Management Plan.

6. 15. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O00108, 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.

6. 16. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2022-O00115, 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.

6. 17. **Ordinanc 2nd Reading - Planning (District 2):** Ordinance No. 2022-O00109, 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.

6. 18. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O00110, 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.

6. 19. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O00111, 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.

6. 20. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O00112, 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.

6. 21. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O00113, 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.

6. 22. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O00114, 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.

7. Regular Agenda

7. 1. **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.

This item was postponed.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to postpone this item to the August 23, 2022 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

7. 2. **Resolution - Planning:** Resolution No. 2022-R0343 authorizing the Mayor to execute a Municipal Services Agreement, with Lone Oak Homes, LC, a Texas Limited Company, for the requested annexation of an area of land generally described as 144 acres south of East 82nd Street and west of Martin Luther King Jr. Boulevard, into Lubbock's corporate limits, along with the adjacent right-of-way.

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

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2022-R0343.

Vote: 7 - 0 Motion carried

7. 3. **Resolution - Finance:** Resolution No. 2022-R0344 adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

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

Mayor Tray Payne, read into the record, the following statement: "City Council will hold a public hearing on the proposed 2022 tax rate at the Tuesday, September 6, 2022, Special City Council Meeting, that will be held in City Council Chambers, 1314 Avenue K, beginning at 5:30 p.m. City Council will vote on the first reading of the tax rate ordinance at the Tuesday, September 6, 2022, Special City Council Meeting, that will be held in City Council Chambers, 1314 Avenue K, beginning at 5:30 p.m. City Council will vote on the second and final reading of the tax rate ordinance at the Tuesday, September 13, 2022 Regular City Council Meeting, that will be held in City Council Chambers, 1314 Avenue K, beginning at 2:00 p.m."

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Resolution No. 2022-R0344.

Vote: 7 - 0 Motion carried

7. 4. **Resolution - Lubbock Power & Light:** Resolution No. 2022-R0345 authorizing the Mayor of the City of Lubbock to execute and submit to the Electric Reliability Council of Texas ("ERCOT") that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Opt-in Checklist, and as attached to the resolution.

Michael Winegeart, electric production superintendent; Joel Ivy, director of electric utilities; and Matt Rose, government relations and public affairs manager for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2022-R0345.

Vote: 7 - 0 Motion carried

7. 5. **Ordinance Single Reading - Lubbock Power & Light:** Ordinance No. 2022-O0120, providing for the issuance of City of Lubbock, Texas, Electric Light And Power System Revenue Bonds; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; authorizing termination of the Electric Light and Power System Revenue Revolving Note Program; and enacting other provisions relating thereto.

Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council. Harvey Hall, chief financial officer for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2022-O0120.

Vote: 7 - 0 Motion carried

4:33 P.M. CITY COUNCIL ADJOURNED

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

The August 9, 2022 Regular City Council Meeting minutes were approved by the City Council on the 13th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 9, 2022
5:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 9th of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:30 p.m.

5:30 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:
- *Executive Session; and 2.1*

1. Executive Session

The meeting recessed at 5:31 p.m. and reconvened in Executive Session under the provision of Section 551, Texas Government Code. The meeting was called back into open session at 5:57 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. Advice of bond counsel on issues attendant to Item 2.1.

City Council reconvened in open session at 5:57 p.m.

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

2. 1. 2022 Citizens Advisory Committee Recommendation regarding street and roadway construction and repair needs, including discussion concerning a possible bond election.

Jarrett Atkinson, city manager, gave a presentation on the 2022 Citizens Advisory Committee recommendations and answered questions from City Council. Topics discussed included: projects

recommended for the bond election (including certain unpaved roads in Districts 1 and 2, and residential streets in the Dunbar and Manhattan Heights subdivisions); and the Broadway Street project not recommended for the bond election. Other topics discussed were the draft resolution relating to the use of remaining funds should all projects be completed under budget, and the process and timeline for calling a bond election in November 2022.

Heather Keister, chair of the Citizens Advisory Committee, gave comments and answered questions from City Council.

Discussion ensued among City Council regarding the Citizens Advisory Committee recommendations, the decision to call a bond election for November 2022, and proposed bond propositions that could be presented to voters.

There was consensus among City Council to move forward with calling a bond election for November 2022 that will feature a single proposition as recommended by the Citizens Advisory Committee. Staff was directed to begin drafting an ordinance calling a bond election and schedule the first reading of that ordinance for August 16, 2022, and the second reading of that ordinance for August 17, 2022. City Council gave further direction to staff to begin drafting design proposals for Broadway Street in order to consider future improvements to that roadway.

6:26 P.M. CITY COUNCIL ADJOURNED

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

The August 9, 2022 Special City Council Meeting minutes were approved by the City Council on the 13th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 16, 2022
5:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:00 p.m.

5:00 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:
- *Citizen Comments 2; 3; and 4.*
- *Executive Session was deleted.*

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.

This item was deleted.

1. 1. 1. Advice of bond counsel on issues attendant to Items 3. and 4.

This item was deleted.

2. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a meeting of the City Council, regarding items on the agenda, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on August 16, 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:

- Kyle Jacobson, with the Lubbock Chamber of Commerce; Mikel Ward; Dan Williams; George Hardberger; and Aric Lampert appeared before City Council to speak on item 3 (an ordinance calling a bond election to be held within the City of Lubbock, Texas).

3. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2022-O0121, calling a bond election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0121.

Vote: 7 - 0 Motion carried

4. **Resolution - City Manager:** Resolution No. 2022-R0346 declaring the intent of the City Council and its commitment to create a contract with the voters stipulating that the proceeds from the bonds shall be used for the projects identified in the ordinance calling the November 8, 2022 Bond Election and directing the City Manager to implement the November 8, 2022 bond program in accordance with specific projects and programs set forth in the resolution and the propositions approved by the voters.

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

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0346.

Vote: 7 - 0 Motion carried

5:39 P.M. CITY COUNCIL ADJOURNED

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

The August 16, 2022 Special City Council Meeting minutes were approved by the City Council on the 13th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 17, 2022
12:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:00 p.m.

12:00 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:
- *Citizen Comments2; and 3.*
- *Executive Session was deleted.*

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.

This item was deleted.

1. 1. 1. Advice of bond counsel on issues attendant to Item 3.

This item was deleted.

2. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a meeting of the City Council, regarding items on the agenda, shall complete the sign-up form provided at the meeting, no later than 12:00 p.m. on August 17, 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.

No one appeared to speak.

3. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2022-O0121, calling a bond election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O00121.

Vote: 7 - 0 Motion carried

12:02 P.M. CITY COUNCIL ADJOURNED

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

The August 17, 2022 Special City Council Meeting minutes were approved by the City Council on the 13th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10939
Regular City Council Meeting
09/13/2022:

5. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0126, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

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	-

AI# 10940
Regular City Council Meeting 5. 2.
09/13/2022:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0127, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

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 5. 3.
09/13/2022:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0128, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

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# 10995
Regular City Council Meeting 5. 3. 1.
09/13/2022:

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a FY 2023 Section 5304 Planning Grant, TxDOT PLN 2303 (05) 040_22, Project ID 51008030523, with the Texas Department of Transportation, for preliminary engineering, initial design, and environmental work.

Item Summary

TxDOT is allocating a FY 2023 Section 5304 planning grant in the amount of $500,000 for preliminary engineering, initial design, and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs.

The preliminary engineering, initial design, and environmental work will be conducted by a consultant that will be hired through a competitive procurement process. The consultant will use the data from the Facility Feasibility Study and the Comprehensive Operational Analysis to determine what is suitable for the proposed locations of each facility.

The administrative and maintenance facilities and bus yard for Citibus currently occupy the greater part of two square blocks in Downtown. The administrative facility was renovated for transit operation in the early 1980s, and small upgrades have been done incrementally as funding was made available. The bus yard was renovated in 1999 and expanded in 2009. Security enhancements and surveillance were installed in 2009. The Citibus transfer facility was built in 1994, and is located on a city block in the center of Downtown Lubbock.

The agreement is effective when fully executed by both parties or on September 1, 2022, whichever is later, and shall remain in effect until August 31, 2024.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock. The City of Lubbock/Citibus has been awarded 100,000 Transportation Development Credits (TDC's) to serve as local match. The TDC's are included in the grant agreement.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Lubbock Public Transit Advisory Board

Attachments

Resolution - TxDOT FY 23 Section 5304
TxDOT FY 23 Section 5304 Grant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute a FY 2023 Section 5304 Planning Grant from the Texas Department of Transportation (TxDOT), TxDOT PLN 2303 (05) 040_22, Project ID 51008030523, to the City of Lubbock for preliminary engineering, initial design, and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs. Said Grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES. Citibus – TxDOT Grant 5304 FY 2023
8.26.22

PGA: SECTION 5304 FEDERAL-PLANNING
SUBRECIPIENT: Lubbock, City of
FAIN: TX-2022-040
CFDA #: 20.505
TXDOT PROJECT #: PLN 2303 (05) 040_22
PROJECT ID #: 51008030523
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL PLANNING PROGRAM
FISCAL YEAR 2023
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

WITNESSETH

WHEREAS, 49 United States Code Section 5304, Planning, provides that eligible recipients may receive federal funds for public transportation planning; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to receive federal funds under the Section 5304 grant program; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2023 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116278; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been

adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2022, whichever is later. This PGA shall remain in effect until 08/31/2024, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $500,000 and 100,000 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

_____

Signature

_____

Title

_____

Date

THE STATE OF TEXAS

_____

Signature

Public Transportation Coordinator

Title

_____

Date

List of Attachments

A – Approved Project Description
B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

This project covers plan preliminary engineering, initial design, and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs. The pending Facility Feasibility Study will identify a primary and secondary location for each of the administration/maintenance facility, downtown transfer facility, and multiple locations for potential mobility hubs.

The preliminary engineering, initial design, and environmental work will be conducted by a consultant that will be hired through a competitive procurement process. The consultant will use the data from the Facility Feasibility Study and the Comprehensive Operational Analysis (COA) to determine what is suitable for the proposed locations of each facility.

Subrecipient shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the grantee immediately revert to the department (TxDOT).

TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by subrecipients. The proposed overall goal for fiscal years 2021 - 2023 is 3.1 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN subrecipients should undertake efforts to include DBE businesses in purchasing and contracting opportunities, and are encouraged to utilize DBE business whenever practicable. The full definition of DBE program requirements is found in Article 23 of the Master Grant Agreement.

ATTACHMENT B
PROJECT BUDGET

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Engineering and Design Admin/Maintenance Facility - 11.41.03			$500,000				$500,000	X	80/20	100,000
			Totals:	$500,000	$0	$0	$0	$500,000			100,000

AI# 11002
Regular City Council Meeting 5. 4.
09/13/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 39, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Centers for Disease Control and Prevention and the Federal Communications Commission; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $125,000 from the Centers for Disease Control and Prevention for the Closing the Gap with Social Determinant of Health Accelerator Plans Grant

II. Accept and appropriate $287,700 from the Federal Communications Commission for the Emergency Connectivity Fund Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 39

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND FROM THE FEDERAL COMMUNICATIONS COMMISSION; 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 #39) for municipal purposes, as follows:

I. Accept and appropriate $125,000 from the Centers for Disease Control and Prevention for the Closing the Gap with Social Determinant of Health Accelerator Plans Grant.

II. Accept and appropriate $287,700 from the Federal Communications Commission for the Emergency Connectivity Fund Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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# 10906
Regular City Council Meeting 5. 5.
09/13/2022:

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0129, a Supplemental Ordinance updating the Vintage Township Service and Assessment Plan and Assessment Roll.

Item Summary

On August 23, 2022, the City Council approved the first reading of the ordinance.

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

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0135, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 entryways 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 Draft Ord with EXH A, B

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

City of Lubbock TEXAS

August 16, 2019

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis CB
Sally Still Abbe, Director of GIS and Data Services SA

CC: Blu Kostelich, Chief Financial Officer

Re: Upland Crossing Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Upland Crossing development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 14, 2019). Since the petitioners, Storehouse Land Company LLC and Betenbough Homes LLC, own 100% percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 100% percent of the total area within the proposed Upland Crossing PID area so they pass the area test.

The notarized signature on the Upland Crossing petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by Sally Abbe, Director of GIS and Data Services.

EXHIBIT A
Exhibit 1

Upland Crossing Public Improvement District
LCAD Roll 8-14-19

Property ID	Owner Name	Mailing Address	Property Address	Legal Description	2018 Market Value	2019 Taxable Value
R107874	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C3B AC: 12.562	28,728	28,728
R111447	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 1	3,100	3,100
R111535	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 2	3,150	3,150
R111609	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3202 VIOLA AVE, LUBBOCK, TX 79407	WILDERLAND PARK L 3	2,850	2,850
R111749	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 4	3,200	3,200
R111817	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 5	3,150	3,150
R111887	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 6	3,200	3,200
R120694	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C5 AC: 51.161	52,696	8,953
R87881	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	2602 UPLAND AVE, LUBBOCK, TX 79407	BLK AK SEC 42 AB 1264 TR D1 & TR D3 AC: 131.787	650,935	65,018

Upland Crossing PID

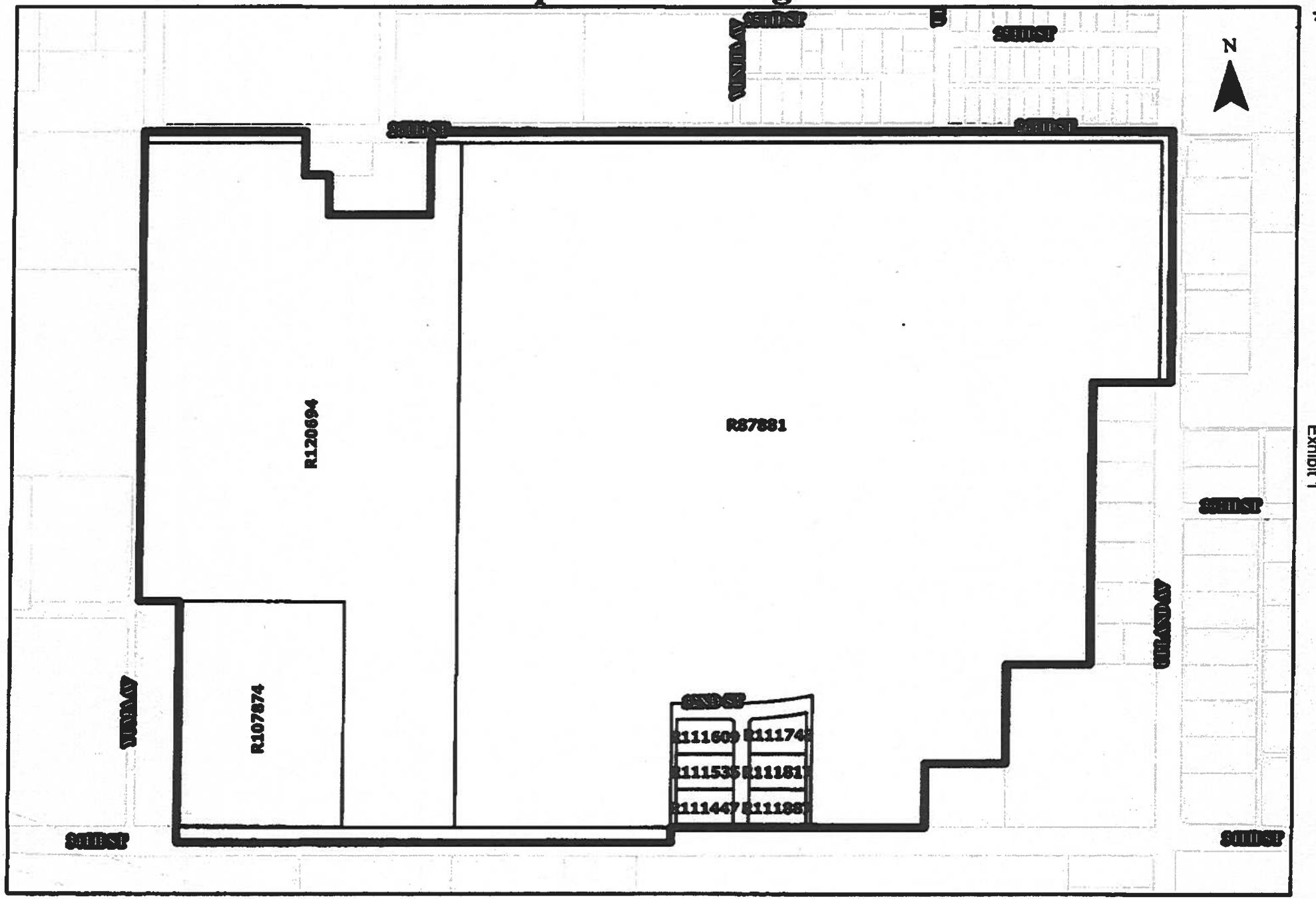


EXHIBIT A

EXHIBIT A
Exhibit 1

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO UPLAND CROSSING

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $700,000estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $75,000 for proposed improvements made by developer (Betenbough Homes, LLC).

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

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

accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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

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

[Signature on following page]

PETITIONERS:

Storehouse Land Company, LLC

Ron Betenbough

Ron Betenbough, Vice President

Betenbough Homes, LLC

Chris Berry

Chris Berry, Authorized Agent

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Ron Betenbough, Vice President of Storehouse Land Company, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 3 day of July 2019, before me, the undersigned Notary Public, personally appeared Chris Berry, an Authorized Agent of Betenbough Homes, LLC, who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing her name in such capacity.

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

KAREN ESTES
Notary Public, State of Texas
Notary ID# 12877669-7
My Commission Expires 10-20-2019

Karen Estes

Notary Public Signature

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

July 3rd, 2019

Cheryl Brock
City of Lubbock, Tx
1625 13th Street
Lubbock, Tx 79457

RE: Upland Crossing, Public Improvement District

Dear Honorable Mayor and City Council;

Upland Crossing is a residential development within the city limits of the City of Lubbock bound on the West by Yuma Ave, the East by Upland Ave, the North by 26th St, and the South by 34th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Upland Crossing

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased 212 acres. Betenbough plans to invest approximately $700,000 in improvements for this park system before it would be deeded over to the City and the PID. This would include items such as: playscapes, benches, walking trails, landscaping, etc. (subject to change) We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition for dissolving the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

BETENBOUGH
HOMES

6. Map of the area is attached to this email and is to be added to the petition.

7. In regard to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $700,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $75,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.15 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A
Exhibit 1

BETENBOUGH
HOMES

Our goal is to provide all the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Land Planning Manager

Betenbough Homes

EXHIBIT A
Exhibit 1

6310 Genoa Ave. Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

A tract of land located in Section 42, Block AK, Abstracts No. 851 and 1264, Lubbock County, Texas, comprised of that certain 188.5074 acre tract of land conveyed to Storehouse Land Company, LLC, described as "Tract 6" in a Warranty Deed recorded in County Clerk's File Number 2017029518 of the Official Public Records of Lubbock County, Texas, and all of Lots 1 through 6 and the streets and alleys in Wilderland Park, a subdivision in said Section 42, according to the map, plat and/or dedication deed thereof recorded in Volume 1679, Page 157 of the Deed Records of Lubbock County, Texas, and that certain 12.5643 acre tract of land conveyed to Storehouse Land Company, LLC, described in a Correction Deed recorded in County Clerk's File Number 2017045208 of the Official Public Records of Lubbock County, Texas, said tract contains 206.557 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the north line of 34th Street, as described in a Dedication Deed recorded in Volume 3917, Page 293 of the Real Property Records of Lubbock County, Texas, and in the west line of that certain 1.62 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2012034420 of the Official Public Records of Lubbock County, Texas, for the most southerly southeast corner of this tract and having coordinates of Northing: 7,269,270.40 and Easting: 909,435.23, Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found near the centerline of 34th Street and in the south line of said Section 42 at the southwest corner of said 1.62 acre tract bears S. 01° 48' 16" W. a distance of 55.00 feet, and a railroad spike found at the southeast corner of said Section 42 bears S. 01° 48' 16" W. a distance of 55.00 feet and S. 88° 11' 01" E. a distance of 900.06 feet, said section corner having coordinates of Northing: 7,269,186.92 and Easting: 910,332.89, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

THENCE N. 88° 11' 01" W., along the south line of said Section 42 at a distance of 1218.86 feet pass a railroad spike found near the centerline of 34th Street at the most southerly southwest corner of said 188.5074 acre tract, same being the southeast corner of said 12.5643 acre tract and having coordinates of Northing: 7,269,283.87 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 57' 36" E., along the east lines of said Alcove Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 52' 43" W., along the west line of said 1.0 acre tract and the west line of six small acreage tracts of land, a distance of 1049.95 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the southwest corner of another 1.0 acre tract of land described in a Warranty Deed recorded in Volume 6961, Page 92 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and the most easterly southeast corner of this tract;

THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract;

THENCE S. 01° 48' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 10" W. a distance of 299.99 feet to a 1/2" iron rod found at the northwest corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

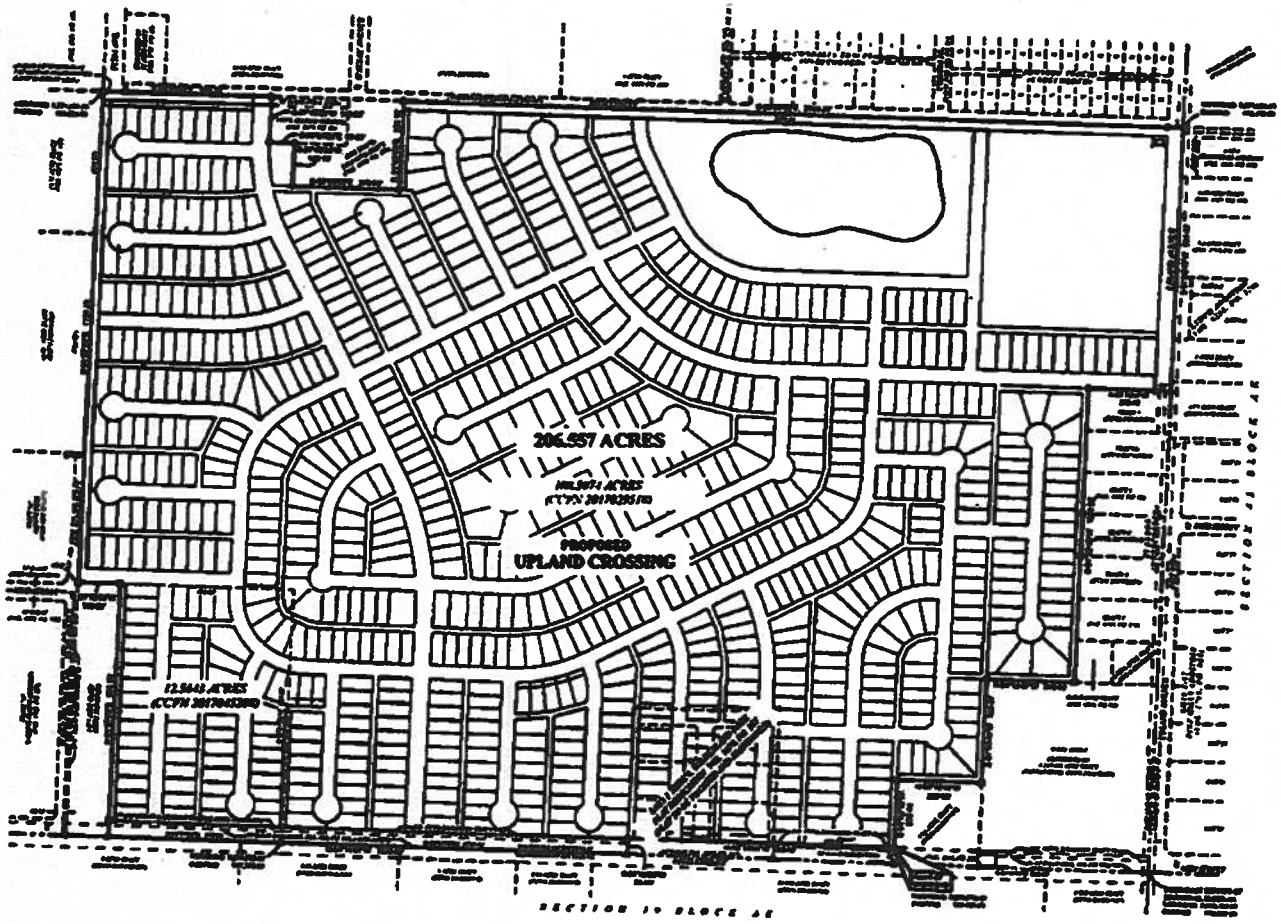
THENCE S. 01° 48' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A

A PUBLIC IMPROVEMENTS DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACT NUMBERS 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(PARENT TRACTS: LOTS 1 THRU 6 AND THE ADJOINING STREETS AND ALLEYS IN WILDERLAND PARK, AN ADDITION TO THE CITY OF LUBBOCK, PLAT RECORDED IN VOLUME 1679, PAGE 157 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS (PLAT TO BE VACATED AND ABANDONED) AND TRACTS IN WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NOS. 2017035178 AND 2017043288 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



LEGEND:
SCALE: 1" = 500'

500' 0 250' 1000'

HEAVY LINES INDICATE LIMITS OF SURVEY
⊕ = FOUND SPINDLE (FSPD).
⊕ = FOUND 1/2" IRON ROD (FIR).
⊕ = FOUND 1/2" IRON ROD (FSPD).
⊕ = FOUND 1/2" IRON PIPE (FSPD).
△ = FOUND RAILROAD SPIKE (FSPD).
• = FOUND NAIL WITH WASHER "H.R. & ASSOCS." (FSPD).
⊕ = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS." (FIR).
■ = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS" (FSPD).
○ = SET 1/2" IRON ROD WITH CAP "STEVENS RPLS 4389"
CM = CONTROL MONUMENT
FSPD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CCFN = COUNTY CLERK'S FILE NUMBER.
PSD = PLAT AND DEDICATION NUMBER.
PREM. DED. = PREMOUSLY DEDICATED.
R.O.W = RIGHT - OF - WAY.
SAE = SAVE AND EXCEPT.
SPE = SOUTH PLAINS ELECTRIC CO-OP.
TPE = 4'x6' TRANSFORMER PAD EASEMENT
UE = UTILITY EASEMENT.

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. CONVERGENCE ANGLE TO TRUE NORTH BEARINGS IS -0°19'19".
DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET

SHEET 2 OF 2
DESCRIPTION ATTACHED AS SHEET 1.

STEVENS SURVEYING CO., LLC.
4310 19TH AVE. SUITE A
LUBBOCK, TX 79434
806-687-1180
TEXAS FIRM NO. 10007200

©2017 ALL RIGHTS RESERVED

Exhibit 2

Upland Crossing PID


N
25TH ST
26TH ST
SENDA
VIA
VIA
VI

EXHIBIT A
Exhibit 2

STEVENS SURVEYING CO., LLC

6310 Genoa Ave, Suite A, Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevenssurvey.com
norris@stevenssurvey.com

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS

(Exhibit Sketch attached as Sheet 2)

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BEGINNING at a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the north line of 34th Street, as described in a Dedication Deed recorded in Volume 3917, Page 293 of the Real Property Records of Lubbock County, Texas, and in the west line of that certain 1.62 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2012034420 of the Official Public Records of Lubbock County, Texas, for the most southerly southeast corner of this tract and having coordinates of Northing: 7,269,270.40 and Easting: 909,435.23, Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found near the centerline of 34th Street and in the south line of said Section 42 at the southwest corner of said 1.62 acre tract bears S. 01° 48' 16" W. a distance of 55.00 feet, and a railroad spike found at the southeast corner of said Section 42 bears S. 01° 48' 16" W. a distance of 55.00 feet and S. 88° 11' 01" E. a distance of 900.06 feet, said section corner having coordinates of Northing: 7,269,186.92 and Easting: 910,332.89, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 11' 01" W., along the north line of 34th Street, a distance of 424.40 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the west terminus of said dedication of 34th Street and in the east plat limits of said Wilderland Park, for a corner of said 188.5074 acre tract, continuing along the north line of 34th Street, as dedicated with the plat of said Wilderland Park, for a total distance of 940.40 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west line of the plat limits of said Wilderland Park for a corner of this tract;

THENCE S. 01° 48' 59" W. a distance of 55.00 feet to a railroad spike found in the south line of said Section 42 near the centerline of 34th Street at the southwest corner of the plat limits of said Wilderland Park for a corner of this tract;

THENCE N. 88° 11' 01" W., along the south line of said Section 42 at a distance of 1218.86 feet pass a railroad spike found near the centerline of 34th Street at the most southerly southwest corner of said 188.5074 acre tract, same being the southeast corner of said 12.5643 acre tract and having coordinates of Northing: 7,269,283.87 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

northeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas, and a corner of this tract;

THENCE N. 88° 10' 33" W. a distance of 149.88 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcove Park, Tract "A", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2011012272 of the Official Public Records of Lubbock County, Texas, for the most westerly southwest corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 57' 36" E., along the east lines of said Alcove Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northwest corner of said 1.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 52' 43" W., along the west line of said 1.0 acre tract and the west line of six small acreage tracts of land, a distance of 1049.95 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the southwest corner of another 1.0 acre tract of land described in a Warranty Deed recorded in Volume 6961, Page 92 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and the most easterly southeast corner of this tract;

THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract;

THENCE S. 01° 48' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 10" W. a distance of 299.99 feet to a 1/2" iron rod found at the northwest corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 42 and encompassing this tract.

EXHIBIT A

Exhibit 3

Upland Crossing PID Proposed Method of Assessment

* Properties will be assessed based on the City's 2020 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2020 "net taxable value".

Upland Crossing Proposed PID Service Plan

TAX YEAR			PROPOSED					
		2019	2020	2021	2022	2023	2024	Totals
PROPERTY VALUES	Estimated # of Homes Closed			100	125	150	125	500
	Property Values* (Taxable Value)	121,349	800,000	15,816,000	34,882,320	58,079,966	77,991,566	77,991,566
	Discounted Property Values	121,349	720,000	14,234,400	31,394,088	52,271,970	70,192,409	70,192,409
FISCAL YEAR REVENUES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
	Interest	$ -	-	-	359	1,357	1,563	3,279
0.15	Assessment @ $0.15	-	1,080	21,352	47,091	78,408	105,289	253,219
	Total	$ -	1,080	21,352	47,091	78,408	105,289	256,498
FISCAL YEAR EXPENSES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
Park 1								
6 acre Playa park with apprx 3 acres landscaped (with 1 acre of water)		$ -	-	-	-	48,000	48,960	96,960
Park 2								
pocket park SW side along "Spine"		-	-	-	-	9,600	9,792	19,392
Signage								
Neighborhood Entry Signs		-	-	-	-	1,000	1,020	2,020
Alley Fences								
Fences that separate an alley adjacent to a street		-	-	-	-	1,000	1,020	2,020
Electric Cost for park lighting and irrigation								
Proposed parks 1 and 2		-	-	-	-	3,180	3,244	6,424
Administrative Costs		-	1,000	3,000	3,060	3,121	3,184	13,365
Annual Operation Cost (2019 is only the cost of setting 2021 assessment)		1,000	3,700	4,000	4,120	4,244	4,371	21,435
Developer Funding of Costs		(1,000)	(3,620)					(4,620)
	Total	$ -	1,080	7,000	7,180	70,145	71,590	156,995
Cash Reserves		$ -	-	14,352	54,263	62,526	96,224	96,224

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION
2020-2024
Assessment per $100,000

EXHIBIT B
City of Lubbock, TX
Finance Department
Upland Crossing PID 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

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0130, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 Ordinance and Exhibit A, B

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:

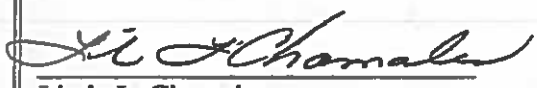
Rebecca Garza, City Secretary

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

Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

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

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

_____ _____
Signature of person signing for owner Date

Printed name of owner _____

Owner's printed name, if different from signer _____

Signer's relation to owner, if not owner _____

Signers mailing address _____

_____

Signer's day time phone number (____) _____

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

_____
Property Address(es)

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

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

_____
Notary Pubic, State of Texas [Seal]

Printed name of Notary Public _____
My Commission expires _____

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

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

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

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

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

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

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

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

North Overton Public Improvement District
Proposed Boundary Description
Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

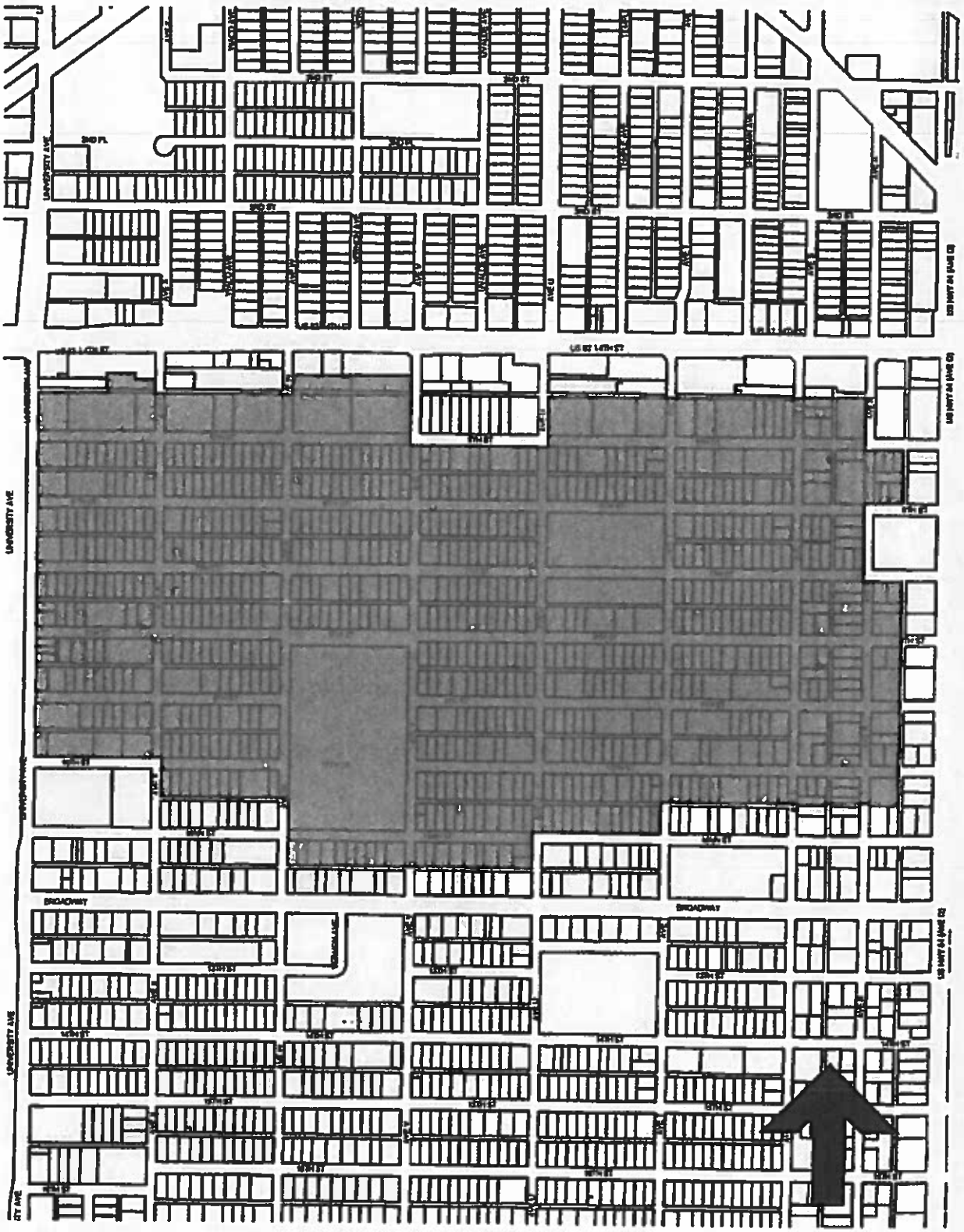
Then north to a point parallel to the northern right-of-way of the alley between Main Street and 10th Street,

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

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

Then west to the point of beginning.

EXHIBIT A Resolution No. 2003-R0468



Public Improvement District Boundary

North Overton Public Improvement District
June 2003 Exhibit C

EXHIBIT B
City of Lubbock, TX
Finance Department
North Overton PID 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

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0131, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 Ordinance

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

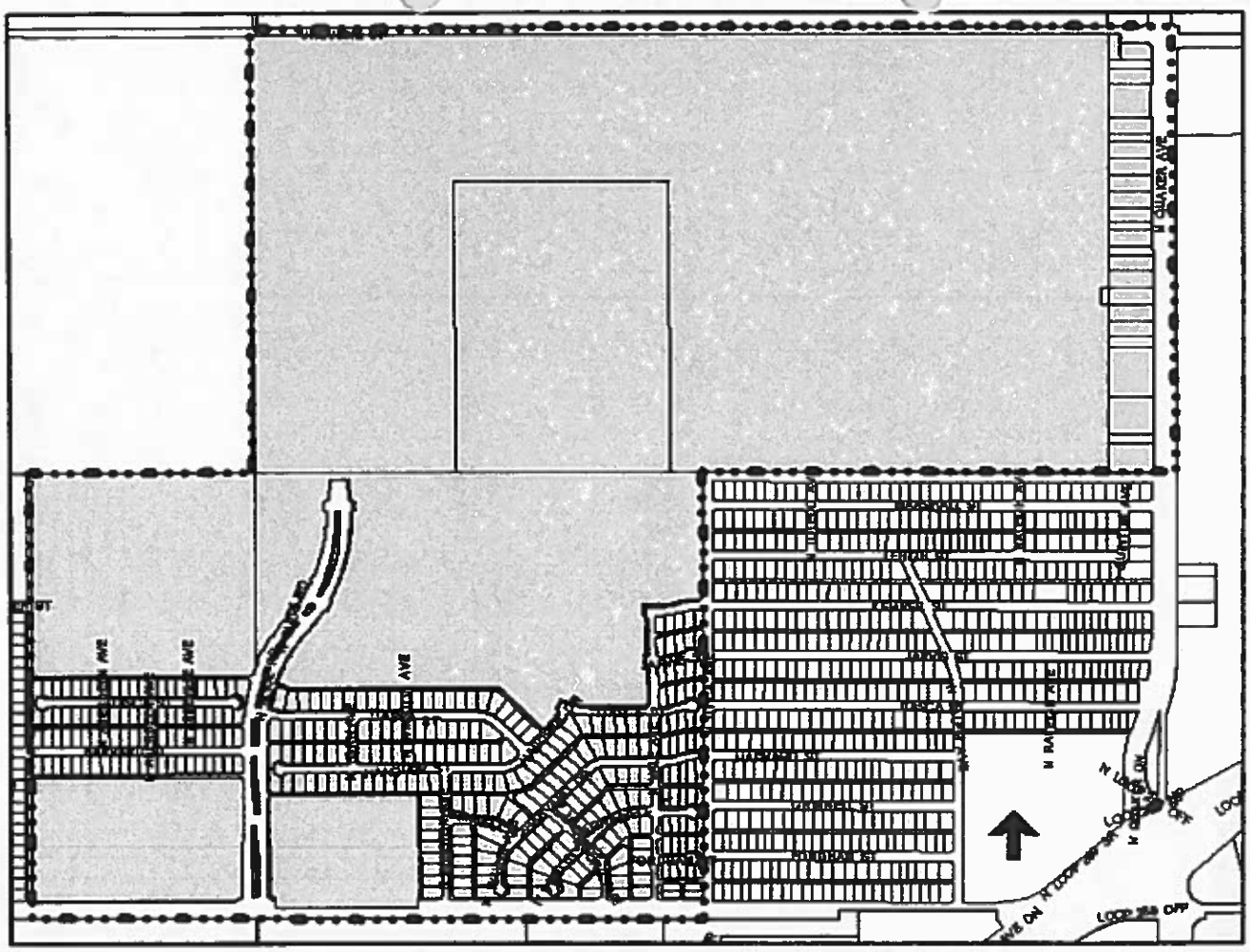
Property Address(es)

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	46,408
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,356	-	-	-	27,071	43,139	44,001	44,881	45,779	46,694	47,628	299,791
50 ft. wide linear track (developer)	-	40,850	41,483	14,821	-	-	-	-	-	-	98,734
Capital Outlay											
Constr. of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursement from developer	-	(287,810)	(61,911)	(14,821)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					80,896	127,419	186,037				374,142
Total	-	-	15,456	64,291	141,146	209,489	289,749	85,385	87,993	88,835	991,413
Cash Reserves	-	-	0	(0)	(0)	0	9,452	19,363	28,453	39,754	39,754

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

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

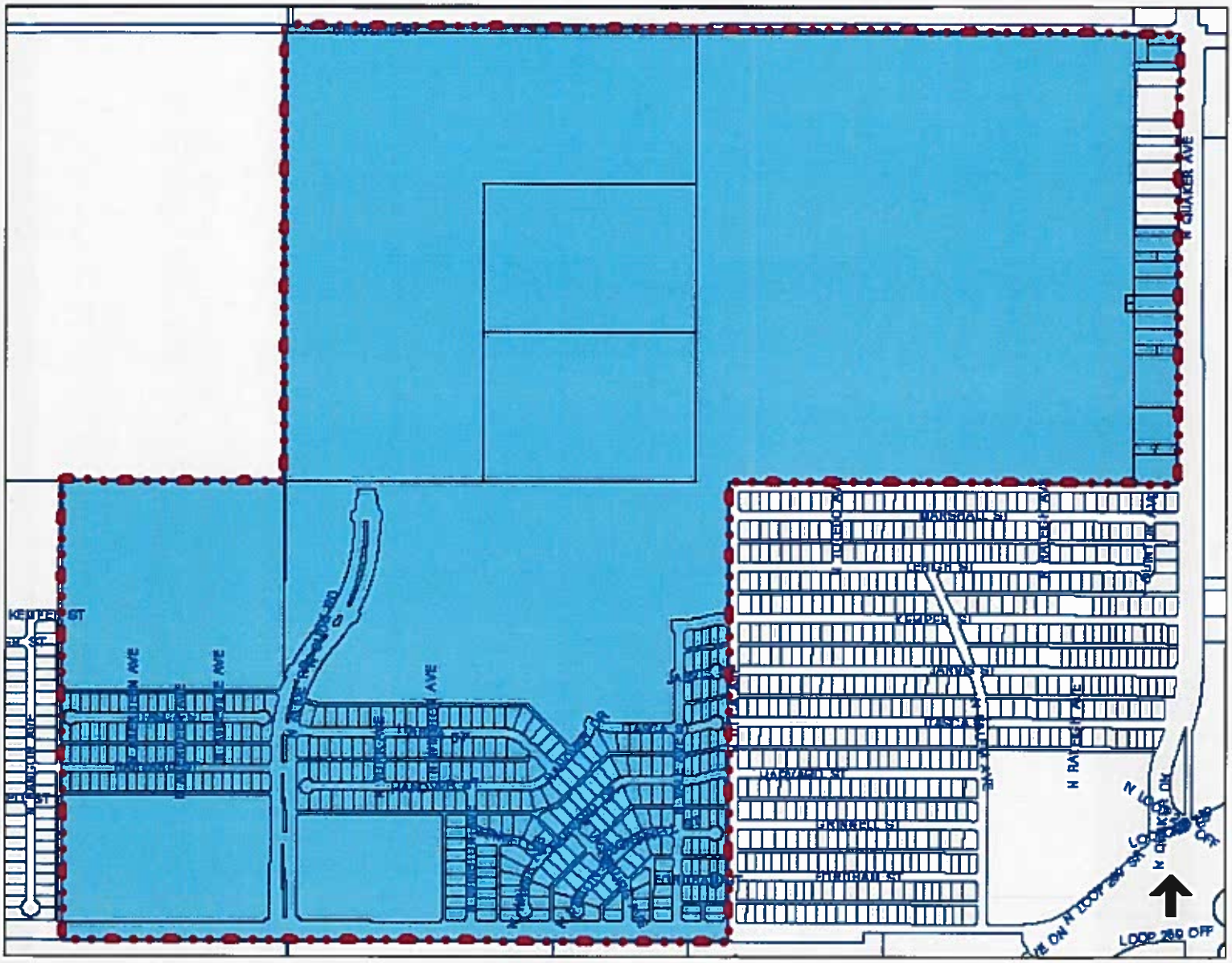
EXHIBIT A

Exhibit "B"

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

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

EXHIBIT A
Exhibit "C"



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

EXHIBIT B
City of Lubbock, TX
Finance Department
North Point PID Proposed 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

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0132, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 Draft Ord with EXH A, B

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.

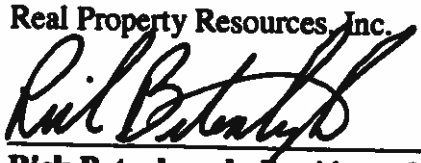
Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

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;

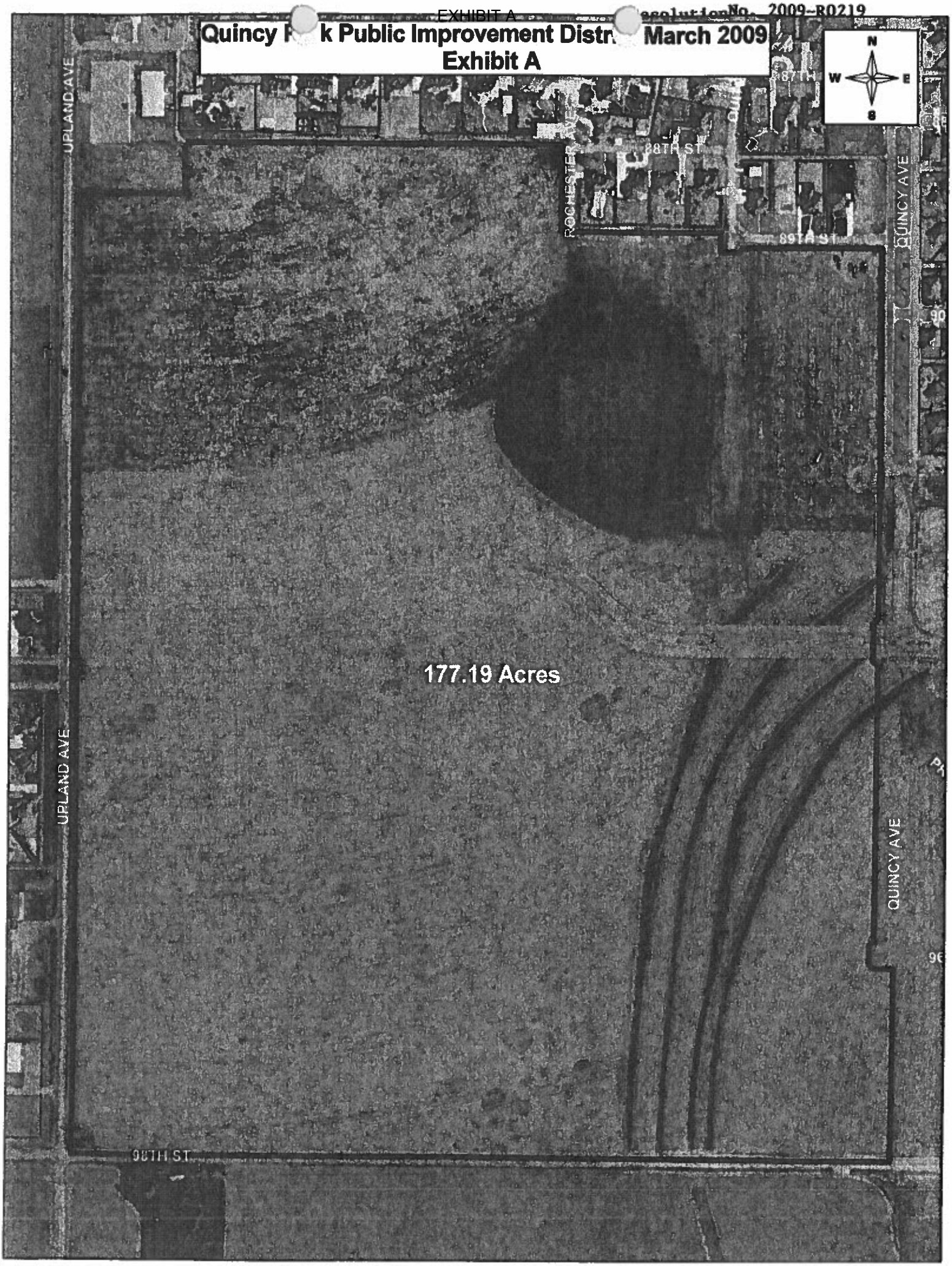
THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME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

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0133, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 Draft Ord with EXH A, B

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed by the City Council on July 14, 2011.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Valencia PID Establishment
May 18, 2011

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District, January 1, 2011) in the area known as Valencia, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; the one petitioner owns 100% of land; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 16th day of May, 2011.

(City Seal)

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

EXHIBIT A
Exhibit "1"

May 5, 2011

To: Becky Garza, City Secretary
Cheryl Brock, Senior Financial Analyst
Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

Recently, the City Of Lubbock received a petition dated April 8, 2011 from Drew Wegman, Vice-President of Real Property Resources, Inc., requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Valencia development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute. There is only one owner of land within the PID boundary, and the vice-president of this company signed the petition.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2011). Since the petitioners own 100% of the property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. There is only one owner in the PID, who signed the petition. Real Property Resources, Inc. owns 100% of the land, so the petition passes both tests even though it is required to pass only one.

The notarized signature on the Valencia petition was validated by a visual review.

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

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

Section 2. General nature of the proposed maintenance of the public improvements. The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well as provide a common area for residents to enjoy increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: Annual maintenance costs - $18,000.

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

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

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

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

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

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

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

[Signature on following page]

EXHIBIT A
Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared **Drew Wegman** who acknowledged that he is **Vice-President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

JENNE M. BICKETT
Notary Public, State of Texas
My Commission Expires 10-13-2013

Notary Public Signature

Signature Page for Petition

EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Exhibit "1"

BETENBOUGH
HOMES

April 8, 2011

Cheryl Brock
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

Valencia is a residential development within the city limits of the City of Lubbock bound on the west by Milwaukee Avenue, the east by Iola Avenue, the north by Monterey Church of Christ, and the south by The Trails at Regal Park. We are proposing to create a Public Improvement District "PID" to maintain the public improvements for Valencia.

In order to comply with the "Public Improvement District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 5-16, as follow:

5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.

6. Map of the area is attached to this email to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition.

9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is $200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is $18,000 per year and is to be paid for by the PID as soon as the funds are available.

12. Budget is attached in the service plan.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at $.11 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter

15. Addressed in Section 6 of the petition

16. Addressed in Section 5 of the petition

Hopefully this will provide all of the information requested to continue with the creation of the PID. Please let me know if you have any questions or require any additional information.

Drew Wegman
Community Development
Betenbough Homes

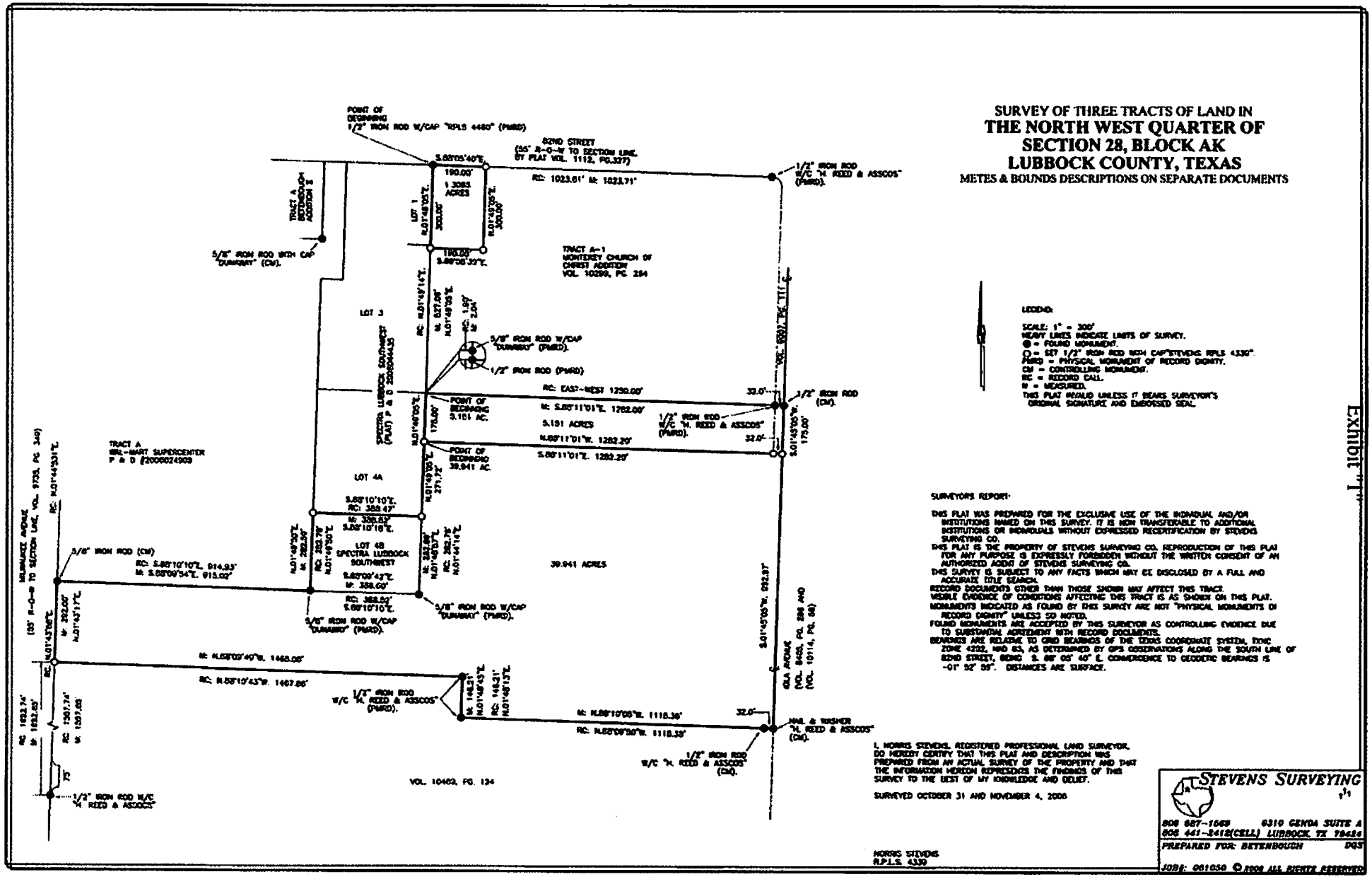

SURVEY OF THREE TRACTS OF LAND IN
THE NORTH WEST QUARTER OF
SECTION 28, BLOCK AK
LUBBOCK COUNTY, TEXAS
METES & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS
POINT OF BEGINNING 1/2" IRON ROD W/CAP "RPLS 4480" (PMRD)
82ND STREET (55' R-O-W TO SECTION LINE, BY PLAT VOL. 1112, PG.327)
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
RC: 1023.61' M: 1023.71'
TRACT A RETENBOUGH ADDITION II
5/8" IRON ROD WITH CAP "DUNAWAY" (CM).
LOT 1
1.3083 ACRES
TRACT A-1 MONTEREY CHURCH OF CHRIST ADDITION VOL. 10239, PG. 284
LOT 3
SPECTRA LUBBOCK SOUTHWEST (PLAT) P & D 2006044435
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
1/2" IRON ROD (PMRD)
RC: EAST-WEST 1250.00'
POINT OF BEGINNING 5.191 AC.
M: S.88°11'01"E. 1282.00'
5.191 ACRES
N.88°11'01"W. 1282.20'
S.88°11'01"E. 1282.20'
1/2" IRON ROD (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
TRACT A WAL-MART SUPERCENTER P & D 2006024909
LOT 4A
POINT OF BEGINNING 39.941 AC.
S.88°10'10"E. RC: 388.47' M: 388.63' S.88°10'18"E.
LOT 4B SPECTRA LUBBOCK SOUTHWEST
S.88°09'43"E. M: 388.60'
RC: 388.50' S.88°10'10"E.
5/8" IRON ROD (CM)
RC: S.88°10'10"E. 914.93' M: S.88°09'34"E. 915.02'
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
5/8" IRON ROD W/CAP "DUNAWAY" (PMRD).
39.941 ACRES
MONTREAT AVENUE (55' R-O-W TO SECTION LINE, VOL. 9735, PG. 349)
M: N.88°09'40"W. 1468.08'
RC: N.88°10'43"W. 1467.86'
1/2" IRON ROD W/C "H. REED & ASSCOS" (PMRD).
M: N.88°10'05"W. 1118.36'
RC: N.88°09'36"W. 1118.33'
1/2" IRON ROD W/C "H. REED & ASSCOS" (CM).
HAIL & WASHER "H. REED & ASSCOS" (CM).
1/2" IRON ROD W/C "H. REED & ASSCOS"
VOL. 10463, PG. 134
GLA AVENUE (VOL. 8405, PG. 286 AND (VOL. 10114, PG. 58)
LEGEND:
SCALE: 1" = 300'
HEAVY LINES INDICATE LIMITS OF SURVEY.
● = FOUND MONUMENT.
○ = SET 1/2" IRON ROD WITH CAP"STEVENS RPLS 4339".
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
RC = RECORD CALL.
M = MEASURED.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
SURVEYORS REPORT:
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY STEVENS SURVEYING CO.
THIS PLAT IS THE PROPERTY OF STEVENS SURVEYING CO. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF STEVENS SURVEYING CO.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, 1NAD ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, BEING S. 88° 05' 40" E. CONVERGENCE TO GEODETIC BEARINGS IS -01° 52' 59". DISTANCES ARE SURFACE.
I, HORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYED OCTOBER 31 AND NOVEMBER 4, 2006
HORRIS STEVENS R.P.L.S. 4339
STEVENS SURVEYING
806 687-1669 6310 GENOA SUITE A
806 441-8418(CELL) LUBBOCK, TX 79424
PREPARED FOR: BETENBOUGH DGS
JOB#: 061050 © 2006 ALL RIGHTS RESERVED
Exhibit "A"

EXHIBIT A
Exhibit "1"

Resolution No. 2011-R0310

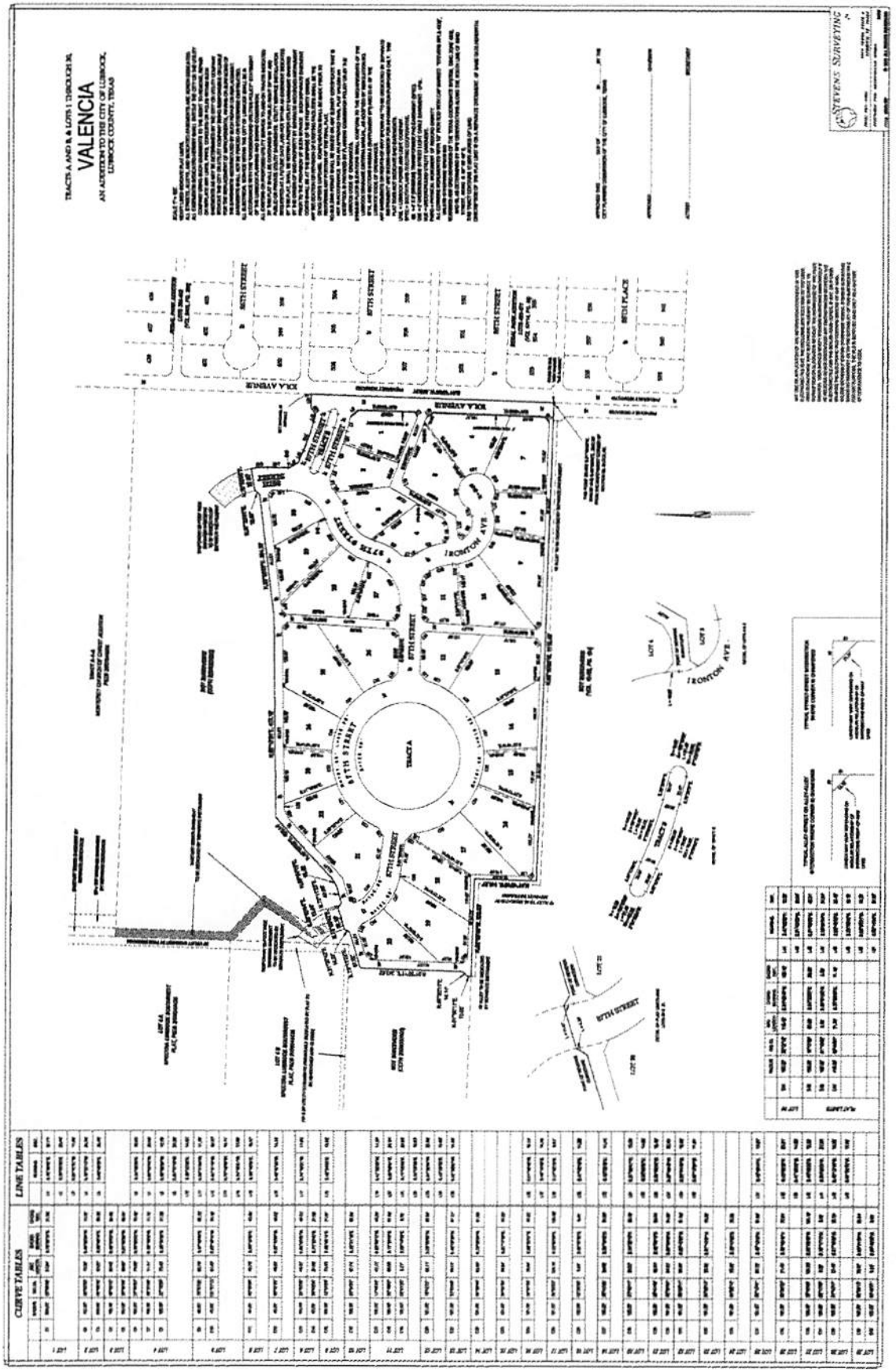


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

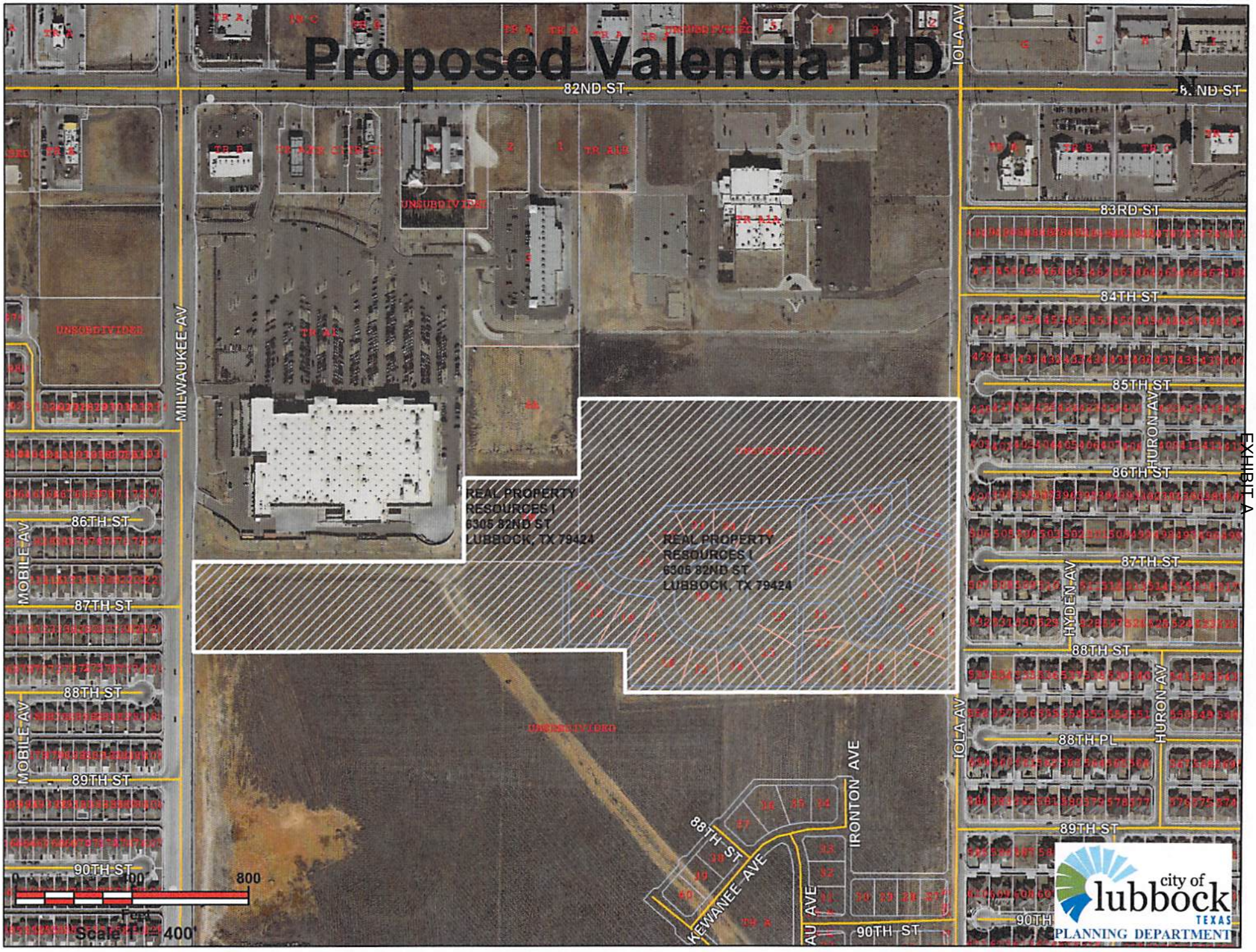

Proposed Valencia PID
82ND ST
83RD ST
84TH ST
85TH ST
86TH ST
87TH ST
88TH ST
88TH PL
89TH ST
90TH ST
MILWAUKEE AV
MOBILE AV
IOLA AV
HURON AV
HYDEN AV
IRONTON AVE
KEWANEE AVE
REAL PROPERTY RESOURCES I
6305 82ND ST
LUBBOCK, TX 79424
UNSUBDIVIDED
800
400'
Scale
city of lubbock
TEXAS
PLANNING DEPARTMENT

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

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0134, 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

On August 23, 2022, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance approving the Service and Assessment Plan. A public hearing was held on August 23, 2022, 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 Draft Ord with Exh A, B

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

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

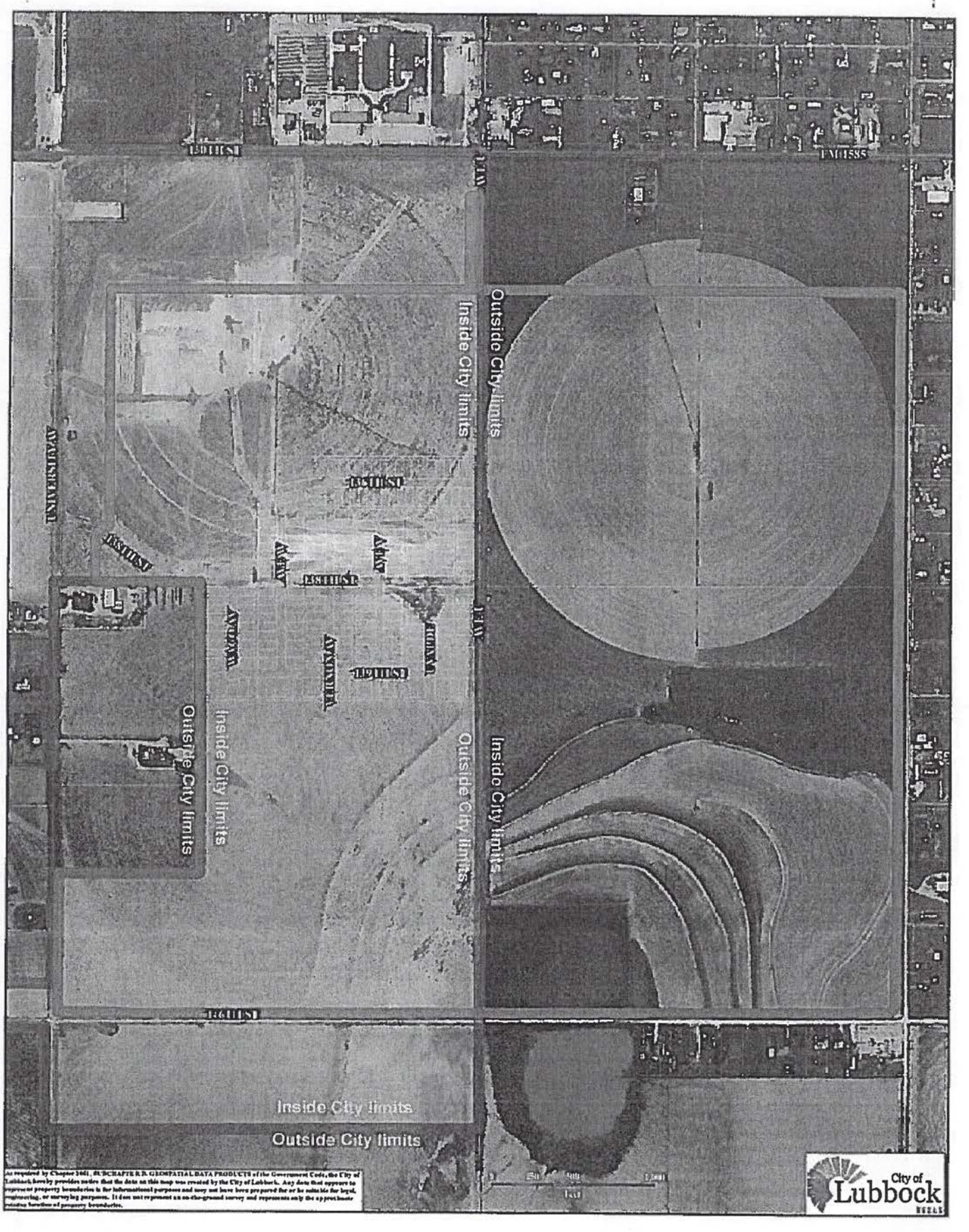


EXHIBIT A

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	dHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R329291	2018	MBENKUM SIMEON G & ARIANE E KOUASSI	13614 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 132	6929	0.159068	181,240.00	
R330617	2018	PYRON KAYLA MARIE & BRANDON GLENN	2133 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 251	6392	0.14674	83,316.00	
R330618	2018	CHOWNING LUKE & ABIGAIL	2131 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 252	5834	0.13393	78,683.00	
R330621	2018	AFH PROPERTIES LLC	2125 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 255	5250	0.120523	65,800.00	
R330622	2018	FOSTER, MEREDITH	2123 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 256	5834	0.13393	111,118.00	
R330626	2018	JAD SA INVESTMENTS LLC	2115 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 260	5250	0.120523	67,702.00	
R330627	2018	RCJC PROPERTIES LLC	2113 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 261	5250	0.120523	68,303.00	
						453.3798	$ 26,418,566.00	
		Petitions Received			97.44%	441.77	13,967,214.00	52.87%
		No Petitions			2.56%	11.61	12,451,352.00	47.13%

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO BELL FARMS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $185,629.65 for proposed improvements made by developer (Betenbough Homes, LLC).

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

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

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

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

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

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

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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

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

[Signature on following page]

PETITIONER(S):

Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

JOSHUA WELDY
Notary Public, State of Texas
Notary ID# 13127095-2
My Commission Expires 09-07-2021

On this, the 27 day of March 2018, before me, the undersigned Notary Public, personally appeared Cal Zant who acknowledged that he/she is the landowner and that he/she, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

Notary Public Signature

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID


Outside City limits
Inside City limits
Inside City limits
Outside City limits
Inside City limits
Outside City limits
Inside City limits
Outside City limits
INTERSTATE 27
19TH ST
AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE J
AVENUE K
AVENUE L
AVENUE M
AVENUE N
AVENUE P
AVENUE Q
AVENUE R
AVENUE S
AVENUE T
AVENUE U
AVENUE V
AVENUE W
AVENUE X
AVENUE Y
AVENUE Z
AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE J
AVENUE K
AVENUE L
AVENUE M
AVENUE N
AVENUE P
AVENUE Q
AVENUE R
AVENUE S
AVENUE T
AVENUE U
AVENUE V
AVENUE W
AVENUE X
AVENUE Y
AVENUE Z
19TH ST
18TH ST
19TH ST
19TH ST
19

Exhibit "C"

**A PUBLIC IMPROVEMENT DISTRICT TRACT IN
TRACT A,
BELL FARMS LUBBOCK SOUTH OFFICE,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

(PLAT RECORDED IN PLAT & DEDICATION NO. 2017036298 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

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

A tract of land located in Tract A, Bell Farms Lubbock South Office, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication No. 2017036298 of the Official Public Records of Lubbock County, Texas, and situated within the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 370 square feet (0.0085 acres) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the most northerly northwest corner of said Tract A and this tract, whence the southwest corner of said northwest quarter of Section 16 bears N. 88° 11' 22" W. a distance of 84.98 feet and S. 01° 48' 38" W. a distance of 361.98 feet, said quarter section corner having coordinates of Northing: 7,233,859.58 and Easting: 940,936.22, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE southeasterly, along a curve to the right and the south right-of-way line of 138th Street, as dedicated by said plat, an arc distance of 20.98 feet, said curve having a radius of 495.50 feet, a delta angle of 02° 25' 32", a chord distance of 20.98 feet and a chord bearing of S. 83° 00' 46" E., to a point for the northeast corner of this tract;

THENCE S. 03° 27' 34" W. a distance of 12.85 feet to a point for the southeast corner of this tract;

THENCE N. 86° 45' 59" W. a distance of 29.70 feet to a point for the southwest corner of this tract;

THENCE N. 03° 27' 34" E. a distance of 5.32 feet to a point in the southeast right-of-way chamfer of said 138th Street and South University Avenue, as dedicated by said plat, for the most westerly northwest corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at the southwest corner of said right-of-way chamfer bears S. 47° 55' 30" W. a distance of 29.09 feet;

THENCE N. 47° 55' 30" E. a distance of 12.51 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,
ABSTRACTS NO. 664, 1000, 1178 AND 1179,
LUBBOCK COUNTY, TEXAS

A tract of land located in Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstracts No. 664, 1000, 1178 and 1179, Lubbock County, Texas, said tract contains 472.11 acres of land, more or less, being further described by metes and bounds as follows:

BEGINNING at a point for the most southerly southeast corner of this tract, whence the southeast corner of said Section 16 bears S. 01° 32' 10" W. a distance of 55.00 feet and S. 88° 27' 50" E. a distance of 94.66 feet, said section corner having coordinates of Northing: 7,231,077.46 and Easting: 946,079.73, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 27' 50" W., parallel with and 55.00 feet north of the south line of said Section 16, a distance of 4632.26 feet to a point of intersection and a corner of this tract;

THENCE N. 85° 36' 05" W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. 88° 27' 50" W. a distance of 265.00 feet to a point for the southwest corner of this tract, whence the southwest corner of said Section 16 bears S. 01° 32' 10" W. a distance of 65.00 feet and N. 88° 27' 50" W. a distance of 40.00 feet, said section corner having coordinates of Northing: 7,231,217.68 and Easting: 940,850.64, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 51' 20" E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. 01° 51' 20" E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. 88° 24' 19" W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. 01° 35' 41" E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. 26° 41' 44" E. a distance of 82.00 feet to a point for a corner of this tract;

THENCE southeasterly, along a curve to the right, an arc distance of 33.15 feet, said curve having a radius of 565.00 feet, a delta angle of 03° 21' 43", a chord distance of 33.15 feet and a chord bearing of S. 61° 37' 25" E., to a point of intersection and a corner of this tract;

THENCE N. 76° 19' 31" E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

THENCE N. 32° 05' 09" E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. 01° 48' 38" E. a distance of 1443.88 feet to a point for the northwest corner of this tract, whence the northwest corner of said Section 16 bears N. 88° 11' 22" W. a distance of 336.47 feet and N. 01° 48' 38" E. a distance of 842.41 feet, said section corner having coordinates of Northing: 7,236,520.86 and Easting: 941,020.34, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 22" E. a distance of 2279.69 feet to a point of intersection in the centerline of Avenue U and a corner of this tract;

THENCE S. 88° 08' 40" E. a distance of 2565.54 feet to a point for the northeast corner of this tract, whence the northeast corner of said Section 16 bears S. 88° 06' 18" E. a distance of 55.00 feet and N. 01° 53' 42" E. a distance of 839.68 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W., parallel with and 55.00 feet west of the east line of said Section 16, a distance of 3933.06 feet to a point or intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point or intersection and a corner of this tract;

THENCE S. 01° 53' 42" W., parallel with and 65.00 feet west of the east line of said Section 16, a distance of 220.00 feet to a point or intersection and a corner of this tract;

THENCE S. 46° 42' 56" W. a distance of 42.56 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "C"

A PUBLIC IMPROVEMENT DISTRICT IN
IN THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY,ABSTRACT NO. 664,
LUBBOCK COUNTY, TEXAS

A tract of land located in the northwest quarter of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, said tract contains 0.6589 acres (28,703 square feet) of land, more or less, being further described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Avenue U, as dedicated by the plat of Bell Farms, Lots 1 through 133, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication No. 2016044295 of the Official Public Records of Lubbock County, Texas, and the proposed south right-of-way line of (proposed) Loop 88 (F.M. 1585), as described and shown as Parcel 252A Part 2 in a right-of-way document prepared by SAM, Inc., dated October 27, 2017, for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "Stevens RPLS 4339" found at a point of intersection being the south corner of a 45° chamfer in the west right-of-way line of Avenue U, bears N. 02° 00' 08" E. a distance of 175.98 feet, and the northeast corner of said northwest quarter of Section 16 bears S. 87° 59' 52" E. a distance of 32.00 feet and N. 02° 00' 08" E. a distance of 266.05 feet, said quarter section corner having coordinates of Northing: 7,236,435.72 and Easting: 943,637.27, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 02° 00' 08" W., along the west right-of-way line of Avenue U, a distance of 574.05 feet to a point for the southeast corner of this tract;

THENCE N. 88° 11' 22" W. a distance of 50.00 feet to a point for the southwest corner of this tract;

THENCE N. 02° 00' 08" E. a distance of 574.08 feet to a point for the northwest corner of this tract;

THENCE S. 88° 08' 57" E. a distance of 50.00 feet to the POINT OF BEGINNING. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of instituting a Public Improvement District and does not represent a survey made upon the ground. This description is compiled from information obtained in previous surveys made within said Section 16 and encompassing this tract.

Exhibit "B"

Quick Reference	Tax Year	Owner	Address	Legal Description	sc
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	

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R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197

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R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217
R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232

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R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE 370 SQFT OUT OF TR A
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR B
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH OFFICE TR C
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A OF SW/4 ACS: 91.327
R331293	2018	STOREHOUSE LAND COMPANY LLC		BLK E SEC 16 AB 1178 TR A2 OF NE/4 ACS: 106.397
R331297	2018	STOREHOUSE LAND COMPANY LLC	79423	BLK E SEC 16 AB 1179 TR D1 OF SE/4 ACS: 152.031

R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A OF NW/4 ACS: .658
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B OF NW/4 ACS: 64.699

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

BETENBOUGH HOMES

April 5, 2018

Cheryl Brock

City of Lubbock, Tx

1625 13th Street

Lubbock, Tx 79457

RE: Bell Farms, Public Improvement District

Dear Honorable Mayor and City Council;

Bell Farms is a residential development within the city limits of the City of Lubbock bound on the West by University Ave, the East by Ave P, the North by 130th St (Future Loop 88), and the South by 146th Street. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Bell Farms.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased/optioned almost 640 acres. We have currently, to date, closed 100 homes. Betenbough plans to invest 1.25 million in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have employees that are home owners in this community currently. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition to dissolvee the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have

BETENBOUGH
HOMES®

an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

6. Map of the area is attached to this email and is to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting. Currently, only Tract B of Bell Farms Lubbock South Office is platted.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $1,250,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately $185,629.65 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.123 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

EXHIBIT A

EXHIBIT 1

BETENBOUGH HOMES

Our goal is to provide all of the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

Chris Berry

Development

Betenbough Homes

Bell Farms PID Service Plan

Proposed Revenue/Expense Worksheet

		Proposed											
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Totals
REVENUE	est # Homes closed		100	225	225	200	225	200	200	193.3	180	200	1948.3
Property Values*		-	15,000,000	49,050,000	83,781,000	115,456,620	151,315,752	#########	218,236,989	251,026,729	283,659,263	319,352,448	1,672,204,869
Discounted Property Values		-	13,500,000	44,145,000	75,402,900	103,910,958	136,364,177	#########	196,413,290	226,064,056	255,293,337	287,399,204	1,504,994,382
Interest		-	-	687	2,246	3,536	5,287	6,938	8,451	6,662	7,682	8,660	50,149
@ 12 Assessment @ $0.12		-	-	16,200	52,974	90,183	124,693	163,637	199,310	-	-	-	647,297
@ 08 Assessment @ $0.08		-	-	-	-	-	-	-	-	157,131	181,171	204,235	542,537
Total		-	-	16,887	55,220	94,320	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	$ 9,792.00	$ 9,987.84	$ 10,187.60	$ 10,391.35	$ 10,599.18	$ 10,811.16	$ 11,027.38	$ 82,396.50	
Park 2	$75,000.00												
pocket park SW/4				$ 2,400.00	$ 2,448.00	$ 2,496.96	$ 2,546.90	$ 2,597.84	$ 2,649.79	$ 2,702.79	$ 2,756.85	$ 20,599.13	
Park 3	$50,000.00												
park located at NW/4				$	$ 32,400.00	$ 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												
appox 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												
appox 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	$ 1,000.00	$ 8,000.00
Common Green Spaces	$300,000.00												
walking paths to connect parks (path and landscape)							$ 45,000.00	$ 45,900.00	$ 46,818.00	$ 47,754.36	$ 48,709.45	$ 234,181.81	
Electric Cost for park Sublots													
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				$ 1,360.00	$ 1,407.60	$ 1,435.75	$ 1,464.47	$ 1,493.76	$ 1,523.63	$ 1,554.10	$ 1,585.19	$ 11,841.50	
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		-	$ -	$ -	$ 33,038.80	$ 36,928.76	$ 189,453.34	$##########	$ 174,960.47	$ 178,464.14	$ 182,033.42	$ 185,429.85	$ 2,047,312.33
Cash Reserves		-	$ -	$ 16,886.80	$ 38,668.96	$ 95,060.20	$ 116,387.80	$##########	$ 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)

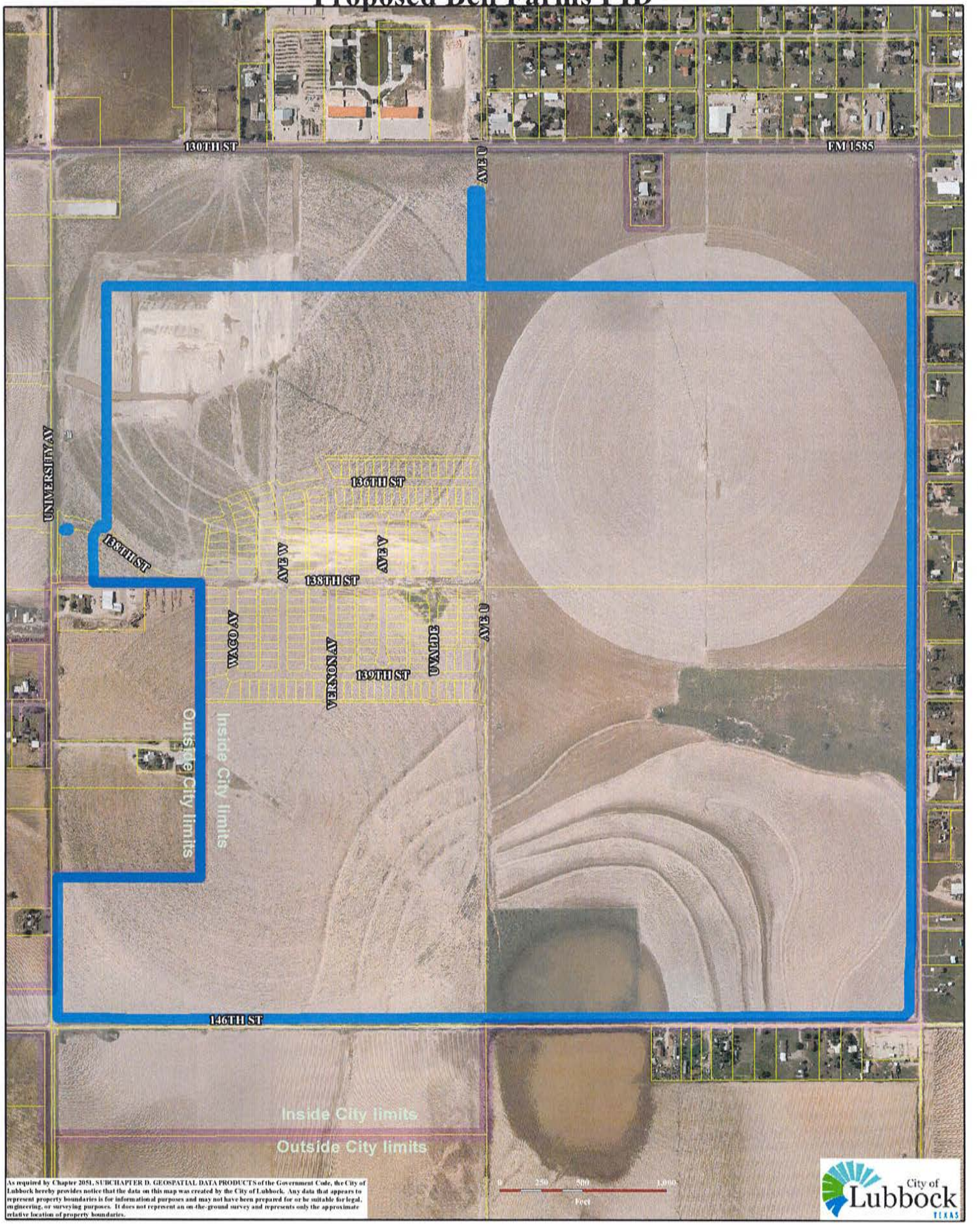
	Monthly	Yearly
1/4 acre	$200.00	$2,400.00
1/2 Acre	$400.00	$4,800.00
1 acre	$800.00	$9,600.00
3 acres	$1,600.00	$19,200.00
6 acres	$3,200.00	$38,400.00
9 acres	$6,400.00	$76,800.00

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

AI# 10963
Regular City Council Meeting
09/13/2022:

5. 12.

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2022-23.

Item Summary

Lubbock Emergency Communication District (LECD) is required to submit the annual budget for approval by the governing bodies within the boundaries of the district. As authorized by the Texas Health and Safety Code, Section 772.301 through 772.329, the LECD Board of Managers approved the LECD proposed FY 2022-23 Budget. It is the opinion of the LECD Board of Managers, that the proposed FY 2022-23 Budget represents a fair and prudent financial plan to accomplish the LECD mission of providing enhanced 9-1-1 service to Lubbock County citizens.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Emergency Communication District Board of Managers

Attachments

LECD Resolution
LECD Letter
LECD Budget

RESOLUTION

WHEREAS, under the authority of Texas Health and Safety Code Section 772.301 through 772.329, Lubbock County voters approved in a Lubbock County election, April 5, 1986, the creation of the Lubbock Emergency Communication District; and

WHEREAS, the Lubbock Emergency Communication District Board of Managers approved a proposed budget for FY 2022-23 acting under the authority of Texas Health and Safety Code Section 772.301 through 772.329; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby approves the Lubbock Emergency Communication District proposed budget for FY 2022-23. Said budget is attached hereto and incorporated as if fully set forth herein.

Passed by the City Council this _____ day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ccdocs/LECD Budget Resolution 22-23
August 16, 2022

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

6032 43rd Street · Lubbock, Texas 79407-3711
806.747.6911 · www.lubbock911.org

July 14, 2022

City Of Lubbock
Mayor Tray Payne
P.O. Box 2000
Lubbock, TX 79457-2000

The Lubbock Emergency Communication District Board of Managers has approved for distribution the LECD proposed budget for fiscal year 2022-2023 commencing October 1, 2022. The proposed budget represents a fair and prudent financial plan to accomplish the LECD mission of providing the best possible Enhanced 9-1-1 service to the citizens of the District.

Attached is a copy of the proposed budget. Under Health and Safety Code 772.309, LECD is required to submit its proposed budget for review to the governing bodies within the boundaries of the District, and the reviewing entities may provide comments to the LECD Board of Managers. Comments on this proposed budget will become part of the record at the September 14, 2022 Board Meeting.

Please notify us if you would like a representative from the District to attend your meeting. If you need additional information, please feel free to contact Operations Manager, Annie Wall, at 761-4983 or by email at annie.wall@lubbock911.org.

We appreciate the opportunity to serve you and your constituents.

Sincerely,

Nathan Kizer, ENP
Executive Director

Attachments



Proposed Budget

Fiscal Year 2022-2023

Lubbock Emergency Communication District

"…to provide the best possible, trouble free 9-1-1 network for the citizens we serve…"

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

PROPOSED BUDGET FY 2022-2023

ITEM	ACCOUNT #	TOTAL BUDGET 2021-2022	TOTAL BUDGET 2022-2023	% CHANGE	DESCRIPTION
PERSONNEL EXPENSE					
Compensation - Full Time	50100	$880,500	$840,818		Page 8
Compensation - Part Time	50200	$2,700	$3,200		Page 8
Retirement Expense	50300	$148,500	$145,000		Page 8
Insurance Benefit	50400	$124,500	$138,000		Page 8
Workers' Compensation	50500	$4,200	$4,400		Page 8
Unemployment	50600	$3,600	$4,000		Page 8
FICA Tax	50800	$75,000	$75,000		Page 8
Payroll Service	50900	$3,400	$4,400		Page 9
Employment Expense	51000	$3,000	$3,000		Page 9
Accrued Benefit	51100	$100,000	$100,000		Page 9
TOTAL PERSONNEL EXPENSE		**$1,345,400**	**$1,317,818**	**-2.05%**	
OFFICE SUPPLIES EXPENSE					
Office/Operating Supplies	60100	$1,850	$2,100		Page 9
Other Supplies	60200	$6,000	$7,050		Page 9
Educational Supplies	60300	$400	$400		Page 9
Postage	60400	$700	$645		Page 9
Mapping Supplies	60500	$200	$200		Page 9
Printing	60700	$700	$510		Page 9
TOTAL OFFICE SUPPLIES EXPENSE		**$9,850**	**$10,905**	**10.71%**	
OFFICE EQUIPMENT MAINTENANCE					
Office/Communication Equipment Maintenance	70100	$1,100	$1,100		Page 10
Computer Equipment Maintenance	70200	$5,300	$2,900		Page 10
Tools & Equipment	70400	$300	$300		Page 10
Rent/Lease Machinery	70500	$3,200	$3,200		Page 10
TOTAL OFFICE EQUIPMENT MAINTENANCE		**$9,900**	**$7,500**	**-24.24%**	
BUILDING SERVICES/MAINTENANCE					
Contract Services	71100	$23,000	$25,675		Page 10
Maintenance/Repair	71200	$22,500	$28,922		Page 10
Utilities	71300	$36,700	$46,000		Page 10
Building Supplies/Tools	71400	$7,500	$4,925		Page 11
Building Insurance	71500	$15,000	$19,000		Page 11
Building Contingency	71600	$50,000	$50,000		Page 11
Building Replacement/Repair Fund	10630	$125,000	$125,000		Page 11
TOTAL BUILDING SERVICES/MAINTENANCE		**$279,700**	**$299,522**	**7.09%**	
OTHER SERVICES EXPENSE					
Texas 9-1-1 Alliance	80300	$19,300	$18,600		Page 11
Legal Services	80500	$6,000	$5,000		Page 11
Accounting Services	80600	$12,500	$15,000		Page 11
Public Education	80700	$18,400	$18,260		Page 11-12
Professional Services	80800	$2,000	$2,000		Page 12
Communication Services	80900	$5,600	$4,225		Page 12
Professional Dues and Memberships	81000	$5,300	$5,100		Page 12
Travel	81100	$33,100	$33,400		Page 12
Training	81200	$8,900	$9,450		Page 12
Liability/Property Insurance	81300	$9,450	$9,450		Page 12
Vehicle Expense	81400	$11,000	$10,100		Page 12
TOTAL OTHER SERVICES EXPENSE		**$131,550**	**$130,585**	**-0.73%**	
CAPITAL					
Office Furniture	90110	$1,000	$1,000		Page 13
Communication Equipment	90120	$1,200	$1,000		Page 13
Computer Equipment	90130	$1,000	$2,860		Page 13
Equipment Replacement - LECD	10620	$11,570	$8,175		Page 13
TOTAL CAPITAL		**$14,770**	**$13,035**	**-11.75%**	
TOTAL DISTRICT OPERATIONS		**$1,791,170**	**$1,779,365**	**-0.66%**	

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

PROPOSED BUDGET FY 2022-2023

ITEM	ACCOUNT #	TOTAL BUDGET 2021-2022	TOTAL BUDGET 2022-2023	% CHANGE	DESCRIPTION
PSAP SUPPORT					
Recurring Charges	98100	$508,850	$467,450		Page 14
Maintenance Charges	98300	$308,000	$317,550		Page 14-15
9-1-1 System Technician	98400	$27,100	$33,000		Page 15-16
Telecommunicator Training/Travel	98500	$20,700	$28,000		Page 16
Catastrophic Contingency	98600	$100,000	$100,000		Page 16
Equipment Insurance	98610	$7,800	$4,000		Page 16
PSAP Emergency Response Support	98700	$11,000	$11,000		Page 16
Intergovernmental Aerial Mapping	98800	$5,000	$5,000		Page 16-17
PSAP Communication Services	98900	$8,200	$11,500		Page 17
Capital Equipment - PSAP	90140	$12,000	$12,000		Page 17
Equipment Replacement - PSAP	10610	$261,204	$300,000		Page 17
TOTAL PSAP SUPPORT		**$1,269,854**	**$1,289,500**	**1.55%**	
PROJECTS					
Next Generation\Emerging Technologies	90210	$150,000	$200,000		Page 18
PSAP Grant Program	90211	$100,000	$100,000		Page 18
TOTAL PROJECTS		**$250,000**	**$300,000**	**20.00%**	
TOTAL		**$3,311,024**	**$3,368,865**	**1.75%**	

Agency Overview

Background

The creation of the Lubbock Emergency Communication District *(LECD)* was approved by an overwhelming vote of the public in 1986. The authority to create the District was provided in Vernon's Texas Civil Statute 1432e. It was later codified in Texas Health and Safety Code, Section 772.301 through 772.329, the Emergency Telephone Number Act for counties with population over 20,000.

The District's mission upon creation was to establish 9-1-1 as the primary phone number to be used in an emergency in Lubbock County as well as the Emergency Telephone Network associated to provide Enhanced 9-1-1 service. All political subdivisions within Lubbock County assisted in this mission by establishing eight (8) Public Safety Answering Points *(PSAPs)* to receive emergency 9-1-1 calls. Our mission continues, but now in a different form:

> *"The mission of the Lubbock Emergency Communication District is to provide the best possible, trouble free network for the citizens we serve to access emergency services by dialing 9-1-1; to provide the best tools (equipment and information) to each service provider agency that will enhance their ability to provide public safety services; and to educate the public on the effective and appropriate use of the 9-1-1 network."*

The City of Plainview joined the Lubbock Emergency Communication District through an interlocal agreement in January 1989.

A six-member Board of Managers oversees the Lubbock Emergency Communication District. Two appointments to the Board are made by the City of Lubbock, one by the County of Lubbock, one by the City of Slaton, one at-large appointment made by the other Board Members, and one ex-officio *(non-voting)* member representing AT&T, the primary telephone service provider in Lubbock County.

Enhanced 9-1-1 *(E9-1-1)* operations started within LECD boundaries on January 27, 1989. Since that time, millions of 9-1-1 calls have been handled by the PSAPs supported by LECD. Currently, approximately 90% of all 9-1-1 calls originate from a wireless device.

All the major wireless service providers in the District provide Wireless E9-1-1 Phase II service. This service provides the telecommunicator with the latitude and longitude of the caller. With the help of mapping software, this assists the telecommunicator in locating the caller.

The District continues to be actively involved in the design, development, and implementation of Next Generation 9-1-1 *(NG9-1-1)* in the state of Texas. NG9-1-1 changes the architecture of the network, allowing better access for current and future communication devices, no matter what platform they use. The goal of NG9-1-1 can be summed up in one slogan: *"Emergency Help. Anytime, anywhere, any device."* The transition is much more complex than any other transition undertaken to date. While in the past 9-1-1 networks could be managed as stand-alone systems, the hierarchical network architecture that is the foundation of any NG9-1-1 system will require

cooperation and collaboration at local, regional, state, national and, ultimately, global levels in degrees not previously experienced.

The District utilizes a Host-Remote system for delivering 9-1-1 calls. In place of individual backroom equipment at each PSAP, two geo-diverse Hosts process calls for the entire District. This centralized system provides reliability and redundancy, allowing PSAP personnel to answer calls from any of the District PSAP locations. This system is monitored and maintained by District Staff. The software is regularly updated, and the specialized hardware is replaced every five years.

The PSAPs within the District are connected by a fully redundant, public safety grade IP network. All call traffic within the District is transported over this private IP network, providing the PSAPs with the ability to transfer calls to various locations independent of the public telephone network. This unique 9-1-1 system also provides the ability to transfer a 9-1-1 call to multiple PSAPs at the same time.

In October of 2015, the District relocated to a new facility, which was designed and constructed to the District's specifications. This 10,000-square foot building includes a data center capable of housing fourteen cabinets of equipment, a six position Training Center which doubles as a back-up PSAP, and a building-wide UPS, all housed inside an EF5 rated structure. A diesel fueled generator, as well as connectivity for a secondary generator, provides necessary emergency power in the event of a disaster. The data center houses one of the two Hosts for the 9-1-1 network and serves as a primary network monitoring location.

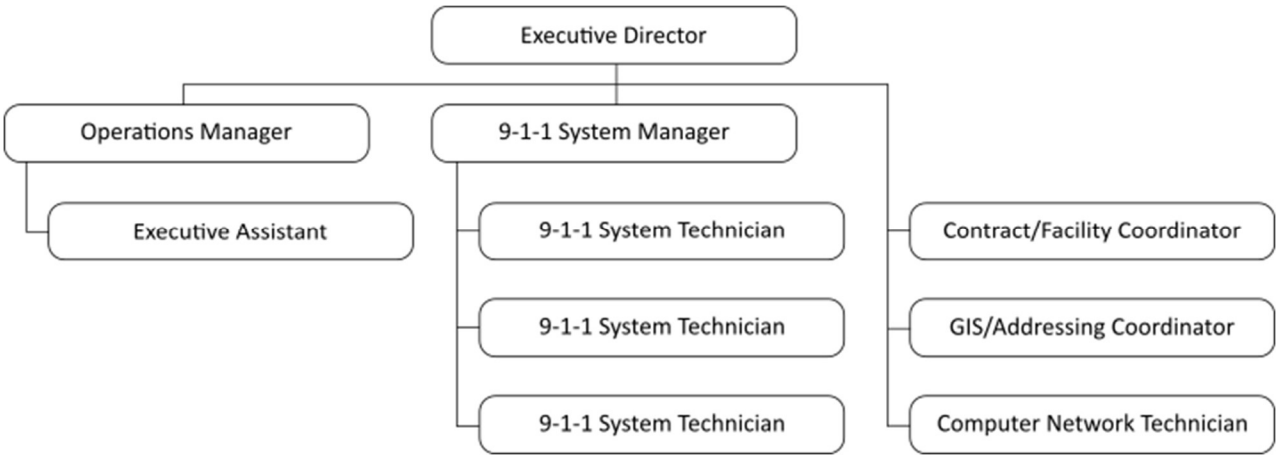
In May 2018, the District began implementation of an IP Selective Router (IPSR), which replaced the legacy AT&T selective router with a Next-Generation 9-1-1 (NG9-1-1) solution. The District data center houses a portion of this NG9-1-1 equipment and serves as one of the two redundant Hosts for several other entities in Texas.

With the implementation of new technologies and the evolution of the NG9-1-1 network, the need for cybersecurity increased dramatically. The District has implemented various layers of maintenance, monitoring, and alerting to protect the 9-1-1 system. It is an ongoing effort to thwart potential attacks and preserve the overall health of the network.

The Staff of LECD and the Board of Managers are continually looking forward, researching new equipment, technologies, software, techniques, and training to assist the public safety telecommunicator in doing a more efficient job of providing emergency help to people calling 9-1-1. As the District moves towards NG9-1-1, the landscape continues to change. While there is still a need to invest in hardware and products, many facets of NG9-1-1 are moving to a service-oriented model. These services represent both recurring and increasing costs.

Staff

In addition to the Board of Managers, the District has a staff of ten full time positions.



Executive Director
Has total oversight of the operation of the District. Is responsible to the Board of Managers for carrying out the mission of the District.

Operations Manager
Oversees the day-to-day operations of the District, including Human Resources, accounts payable, financial reporting, and PSAP personnel training.

Executive Assistant
Provides clerical and general office support to the District Staff. Responsible for various areas of the operations of the District including public education and records management.

Contract/Facility Coordinator
Manages the various contractual agreements utilized by the District. Responsible for maintaining the buildings and grounds, including management of vendors providing services and duties.

GIS/Addressing Coordinator
Responsible for maintaining a county-wide geographic information system and associated databases. Also assigns addresses for rural Lubbock County.

Computer Network Technician
Administers the internal computer network, including all devices and infrastructure. Assists Staff in use of hardware and software.

9-1-1 System Manager
Responsible for the repair and maintenance of the 9-1-1 network components, call handling equipment, and software used in the PSAPs. Tests, evaluates, and implements new hardware and software solutions in the PSAPs.

9-1-1 System Technician
Assists with repair, maintenance, and upgrade of the 9-1-1 equipment. Also assists in the testing of new hardware and software.

Responsibilities

The following are noteworthy responsibilities and benefits the District provides the citizens of Lubbock County and the Cities of Abernathy and Plainview:

9-1-1 Service Fee
The District is responsible for receiving and tracking service fee revenue collected from the service providers doing business within its jurisdiction. The District directly collects a service fee on all wireline and VoIP lines. In addition, each wireless subscriber in the state of Texas is assessed a service fee which is remitted to the State. These wireless service fees are then distributed to each 9-1-1 entity in Texas based on population.

9-1-1 Network
The District maintains a resilient and highly redundant network which interconnects its PSAPs. LECD works closely with service providers to monitor and test equipment, as well as resolve issues when they occur. Proactive monitoring, detailed Service Level Agreements, and rapid response times ensure quick resolutions to issues within this critical infrastructure.

Call Handling Equipment
The District provides the equipment and software used to receive and answer 9-1-1 calls at each PSAP. Mapping software displays the location information associated with the call. Logging equipment at each PSAP records the audio for every 9-1-1 call handled. Specialized software collects information on all aspects of each call and stores it for daily analysis. The District also maintains an internal website which provides links to reference material, user tips, and a portal into the internal trouble ticket system. All call handling equipment is monitored remotely by the equipment vendors, as well as an internal monitoring system.

Telecommunicator Training
District Staff facilitates training opportunities for all PSAP personnel. New call takers are trained on various aspects of 9-1-1, the call handling equipment, mapping information, ADA requirements, and third-party resources, such as Poison Control and interpretation services. As new technology and software becomes available, District Staff works to educate all call takers and provide training materials. Throughout the year, web-based training classes are offered, and the District provides funds for PSAP personnel to participate in other training opportunities.

Mapping
The District maintains a Geographic Information System *(GIS)* of the Lubbock area. Starting as a road centerline map, this data is used by PSAPs to locate 9-1-1 callers graphically on a map display. Other map data sources useful to public safety are aggregated into this dataset. The District is responsible for staying abreast of any changes and works with other entities to make sure the GIS data is as accurate as possible.

Databases
The District maintains several databases important to 9-1-1 service. In relation to addressing, the District maintains both an Automatic Location Identification *(ALI)* database and a Master Street Address Guide *(MSAG)*. The ALI database contains address information for every landline in the District, which aids the call taker in locating the caller. The MSAG is a set of rules for maintaining valid addresses in the District. In addition to addressing, the District uses Management Information Software *(MIS)* to track all aspects of 9-1-1 calls.

Rural Addressing
The Lubbock County Commissioner's Court appointed the District as the sole addressing authority for all unincorporated areas of Lubbock County. LECD works with other entities to maintain accurate addressing through new construction, the creation of subdivisions, and city annexations. The GIS/Addressing Coordinator uses specialized mapping software to verify locations and help assign addresses.

Street Signs
Through a partnership with Lubbock County, the District pays for the manufacture of street signs for the unincorporated areas of the County. Once ordered, the Lubbock County Sign Crew installs the signs in the proper location. These signs provide direction for emergency responders, as well as U.S. Postal and other delivery services. An online database provides LECD Staff and County personnel a convenient method of working together in ordering and installing road signs throughout the County.

Server Provider Compliance
LECD is responsible for contracting with telephone service providers to ensure they are providing proper 9-1-1 service to their customers that reside within the District. Approximately 90 service providers remit service fees directly to the District. This includes Local Exchange Carriers *(LECs)* and Voice over the Internet Service Providers *(VSPs)*. LECD also works with service providers in implementing and testing the latest technology to facilitate in locating 9-1-1 callers.

Public Education
The District is the primary supplier of educational material and public training programs on the use of 9-1-1. LECD organizes a group of call takers known as the Road Show Team which delivers presentations in schools and at civic events within the community.

Meetings

Each month, the District hosts a Board of Managers meeting to keep the Board abreast of project developments and the financial status of the District. LECD also hosts a monthly User Group meeting consisting of representatives from each of the District PSAPs. This provides an opportunity to address issues with 9-1-1 equipment and share information between agencies. Periodically, the District holds a Legislative Briefing designed to update elected officials on issues pertaining to 9-1-1. In addition to these gatherings, LECD provides the facility for various PSAP-hosted training opportunities.

Research and Planning

District Staff is continually researching newly available communication technology as it pertains to 9-1-1. This new technology includes the current development of a NG9-1-1 system benefitting not only the District, but also neighboring regions and the State of Texas. This future system will be able to deliver voice, text, images, and video to the call taker from any device.

Legislation Monitoring

District Staff monitors Federal, State, and local legislation for any issues which may impact the provision of 9-1-1 service within the District. The District participates in the Texas 9-1-1 Alliance, which is an interlocal cooperation of Emergency Communication Districts across Texas. This group works to present a unified effort on behalf of Texas 9-1-1 entities.

Significant Activities for FY 2022-2023

In addition to the routine duties of the District, LECD plans to continue working on the following significant activities within the next fiscal year.

Next Generation 9-1-1

Routing is one of the core features of the legacy 9-1-1 system. This feature automatically directs calls to the proper PSAP. The legacy equipment provided by AT&T has reached its end of life and will soon be retired. To replace this legacy equipment, as well as continue moving towards NG9-1-1, the District has partnered with Motorola Solutions to implement an IP-based Selective Router *(IPSR)*. The IPSR provides the same basic functionality as the legacy system but utilizes newer technology and adds more capabilities. This newer technology will also allow for Next Generation Core Services *(NGCS)* to be added as they become available. This will include routing emergency calls based on geospatial information, integrating supplemental data sources for 9-1-1 callers, and the delivery of images and video. The IPSR implementation is a large undertaking spanning several years and multiple phases.

Secondary Network Procurement and Implementation

In addition to the IP fiber network, the District utilizes a broadband over wireless network as a backup. This secondary network has been in place for more than eleven years. It utilizes a limited Public Safety spectrum licensed by the FCC. The District is replacing this network with a higher capacity solution which will provide more bandwidth and redundancy to the 9-1-1 network.

9-1-1 Equipment/Network Maintenance

The District continues to provide 24x7 maintenance on all LECD-provided equipment directly related to the handling of 9-1-1 calls. Three 9-1-1 System Technicians are employed to be able to quickly respond to service disruptions of the 9-1-1 equipment or network. A focus on up-to-date training and education for all technicians continues to be a priority. The District continues to optimize and monitor the IP network to ensure its optimum performance.

Equipment Replacement

This fiscal year, the District intends to replace the network switches which provide the backbone for the IP network. In addition, the District will be replacing firewalls and other cybersecurity related components.

Legislation

The District continues to monitor federal, state, and local legislation for issues which may impact the 9-1-1 industry. District participation in the Texas 9-1-1 Alliance is especially beneficial in this area. Leading into the next legislative session, the Alliance will continue to educate legislators on the need to adequately fund the move to Next Generation 9-1-1 in Texas. The District also continues to participate in 9-1-1 Goes to Austin. These events provide opportunities for 9-1-1 professionals to interact with and educate federal and state legislators.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to W.L. Plastics Corporation, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

W.L. Plastics Corporation is a for-profit corporation currently conducting business in the City of Lubbock. They are proposing an expansion project in the Lubbock Rail Port which would result in 95 new primary jobs with a target annual compensation of $5,130,000, or a total of $25,650,000 over five years. The total capital investment is estimated to be $40,000,000.

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize W.L. Plastics with the following:

- 25 acres of land in the Lubbock Rail Port, including 15 acres of rail-served land. The value of the non-rail land has an estimated value of $60,984 per acre, or $609,840, and the rail-served land has an estimated value of $67,518 per acre, or $1,012,770 for a total of $1,622,610.

The LEDA Board of Directors approved these incentives at their August 24, 2022 Regular Board Meeting, and recommend approval by the Lubbock City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize W.L. Plastics Corporation with a total capital investment of $1,622,610, as described in the Item Summary.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Economic Development Alliance Board of Directors

Attachments

Resolution
LEDA Resolution
Project Summary

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to W.L. Plastics Corporation is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

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.LEDA Expenditure-WL Plastics
8.30.22

RE 22-32

RESOLUTION APPROVING W.L. PLASTICS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, August 24, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to W.L. Plastics. W.L. Plastics proposes an expansion project at the Lubbock Rail Port that will result in ninety-five new (95) Primary Jobs with a capital investment of $40,000,000. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

LEDA hereby grants and conveys to W.L.Plastics by Special Warranty Deed, twenty-five (25) acres of land, more or less, (east of the rail adjacent to Hampton Farms, Lubbock Rail Port Addition to the City of Lubbock, Lubbock County, Texas. The property includes fifteen (15) acres of rail served land

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering to convey to W.L. Plastics by Special Warranty Deed, twenty-five (25) acres of land, more or less, (east of the rail adjacent to Hampton Farms, Lubbock Rail Port Addition to the City of Lubbock, Lubbock County, Texas, which includes fifteen (15) acres of rail served land. The incentive of conveying the land meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by director, Mr. James Conwright, and unanimously approved by all directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with W. L. Plastics. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance agreement.

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS. SECRETARY

LEDA Project Blackhawk 2.0
W. L. Plastics
Presented to City Council

W.L. Plastics is the ideal producer of polyethylene pipe in North America. Their HDPE pipe provides durability to avoid the high cost of replacing or rehabilitating. The piping safely delivers fluids without the leakage inherent with alternative piping materials. The lighter-weight result in savings for shipping, handling, and installation. And the inner surface of W.L. Plastics HDPE pipe provides a low resistance to liquid flow, reducing pumping and operating costs. The Company's best-in-class manufacturing processes and experienced production personnel help make W.L. Plastics one of the most efficient producers of HDPE pressure pipe. Close proximity to customers facilitates quicker response times and speed to market. W.L. Plastics continues to make investments in equipment to improve efficiency, productivity and throughput. W.L. Plastics was considering expanding their operations in Lubbock or Kentucky and chose Lubbock. W. L. Plastics chose a 25-acre site at the Lubbock Rail Port, east of Hampton Farms for this expansion. W. L. Plastics will create 95 new jobs and invest $40 Million in a new facility and equipment.

"The Project's operations will support employment and other economic impacts in the community. The 38 workers directly employed by the Project will earn approximately $49,000 per year on average over the next 10 years. This direct activity will support 42.4 indirect and induced workers in the community earning $35,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $31.7 million over the next 10 years. Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $7.2 million in taxable sales over the next 10 years."

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to True North Steel, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

True North Steel is a for-profit corporation currently conducting business in the City of Lubbock. They are planning to purchase additional equipment for their existing facility to add another product line. The project is anticipated to result in 38 new primary jobs, with a target annual compensation of $849,300, or a total of $7,643,700 over 5 years. The total capital investment is estimated to be $1,607,000.

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize True North Steel with the following:

- Up to $95,000 for Job Creation at the rate of $2,500 for each primary, full-time job created and maintained, to be paid out in equal amounts of $500 per year over a 5-year period.

The LEDA Board of Directors approved this incentive at their August 24, 2022 Regular Board Meeting, and recommend approval by the Lubbock City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize True North Steel with a total capital investment of $95,000, as described in the Item Summary.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Economic Development Alliance Board of Directors

Attachments

Resolution
LEDA Resolution
Project Summary

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to True North Steel is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

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.LEDA Expenditure-True North Steel
8.30.22

RE 22-30

RESOLUTION APPROVING TRUE NORTH STEEL

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, July 27, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted and ratified on Wednesday, August 24, 2022:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to True North Steel, a foreign for-profit corporation. True North Steele, 401 N. Loop 289, Lubbock, Texas, is anticipated to result in 38 new Primary Jobs for the City of Lubbock with a Target Annual Compensation of $849,300, in the aggregate, or a total of $7,643700 over five years. Total capital investment is estimated to be $1,607,000.00.

LEDA hereby grants True North Steel up to a maximum of $95,000 for Job Creation incentives at a rate of $2,500 for each Primary Full-Time Job created and maintained, to be paid out in equal amount of $500 per year over a five-year period. The incentive payments may be made during the term of the Agreement, if needed. The payments are conditioned upon the creation of Primary Jobs after Recipient's written substantiation of such employment and under the following terms and conditions: a. Recipient agrees to establish a Baseline Employment Level and Census and shall timely provide such information to LEDA's designated accounting representative when requested. Recipient agrees to maintain the Baseline Employment Level through the term of this Agreement and create and maintain the additional full-time Target Job Positions intended to qualify for the incentive, as offered by LEDA.

Upon Motion by Director, Mr. James Conwright, and Seconded by director, Mr. Matt Bumstead, and unanimously approved by all directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with True North Steel. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance agreement.

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS. SECRETARY

LEDA Project Compass
True North Steel
Presented to City Council

True North Steel has provided steel-based solutions for customers' projects in a variety of industries. With more than 75 years of manufacturing, engineering and project management experience, True North delivers high-quality construction and storage solutions across the United States. True North teams work closely with engineers, architects and construction managers, tailoring the level of service and assistance to each client's unique needs. From concept to fabrication and assembly, True North Steel will do as much as their customers require. Decades of experience, coupled with a detailed understanding of each project, ensure long-lasting steel solutions customized to the individual project requirements. True North purchased Beck Steel in 2021 and is expanding their product line to produce tanks. They anticipate investing $1.6 million and create 38 new jobs with an average salary of $44,700.

The Project's operations will support employment and other economic impacts in the community.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.

AI# 10968
Regular City Council Meeting 5. 15.
09/13/2022:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, Medication-Assisted Treatment, and all related documents, by and between the City of Lubbock Health Department and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

Item Summary

This agreement will allow the participating parties to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

This agreement begins on September 1, 2022, and will terminate on August 31, 2023.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
Memorandum of Understanding

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a StarCare Specialty Health System Memorandum of Understanding ("MOU") Medication-Assisted Treatment, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community, by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System, and all related documents. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

DocuSign Envelope ID: C5157694-1255-4CA3-8472-AA7DBCC24AFB

StarCare Specialty Health System
Memorandum of Understanding
Medication-Assisted Treatment

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide medication-assisted treatment services to Adult Texas residents who meet financial criteria for HHSC-funded MAT and have met the DSM-V criteria for an Opioid Use Disorder (OUD).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including pharmacotherapy, medical care, mental health care, and substance use disorder treatment.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(e) Collaborate with StarCare in developing referral processes, coordination of services, education, and sharing of information.

(f) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(g) Help identify individuals who meet the priority population criteria and invite them to participate in the program.

V. TERM OF AGREEMENT:

This agreement is to begin on September 1, 2022, and shall terminate on August 31, 2023.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

DocuSigned by:
Beth Lawson by Robyn Johnston, COS
29D87C92FE6F473
7/19/2022

Beth Lawson — Date
Chief Executive Officer

Phone: 806-766-0310

Email: starcare@starcarelubbock.org

City of Lubbock Health Department:

Tray Payne — Date
Mayor

Phone: 806-775-2024

Email: traypayne@mylubbock.us

Katherine Wells 08/15/2022
Katherine Wells — Date
Public Health Director

Phone: 806-775-2941

Email: kwells@mylubbock.us

Information

Agenda Item

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

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to refer individuals in priority and target populations, for needed care, education, and follow up at StarCare Specialty Health System. The goal of the program is to intervene with education and appropriate referrals in order to improve birth outcomes. Through this agreement, the Health Department will provide 3 of the 10 Essential Public Health Services.

These services include:
1) Informing, educating and empowering people about health issues;
2) Linking people to needed personal health services; and
3) Mobilizing community partnerships and acting to identify and solve health problems.

This agreement will begin September 1, 2022 and will terminate August 31, 2023.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a StarCare Specialty Health System Memorandum of Understanding ("MOU") Parenting Awareness & Drug Risk Education Program ("PADRE"), to participate in an interagency collaborative effort to provide community based, intervention services to parents and expectant parents with substance use disorders or who are at risk of developing substance use disorders, by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System, and all related documents. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

RES.MOU-COLHD & Starcare PADRE
8.11.22

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StarCare Specialty Health System
Memorandum of Understanding
Parenting Awareness & Drug Risk Education Program (PADRE)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P. O. Box 2828, Lubbock Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to provide community based, intervention services to parents and expectant parents with substance use disorders or who are at risk of developing substance use disorders. The goal of the program is to intervene with education and appropriate referrals in order to improve birth outcomes.

III. PROGRAM SPECIFIC GOALS:

(a) Reduce the incidence or extent of prenatal and postpartum exposure to alcohol, tobacco and other drug (ATOD) exposure to unborn and newborn infants up to 6 years of age.

(b) Improve birth outcomes for women at risk of substance use/abuse including optimum gestational age, healthy birth weight and increased participation in prenatal care.

(c) Improve parenting skills by provision of parenting education, including infant care.

(d) Educate and inform parents and expectant parents on Fetal Alcohol Spectrum Disorder (FASD) and the effects of tobacco and other drugs on the fetus.

(e) Improve parental bonding and parenting skills and promote healthy lifestyles.

IV. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the STARCARE network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and STD testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred to identify problems and determine appropriate treatment in order to make referrals to needed services, including medical services.

(d) Provide onsite outreach services that include substance use/abuse screening and assessment using the Texas Health and Human Services Commission approved PADRE Risk Assessment tool.

(e) Disseminate information to increase awareness of available services, including medical care, mental health care, and substance abuse treatment.

(f) Provide referrals to cooperating agencies for a full spectrum of prenatal-postpartum case management services to include individual and group counseling.

(g) Provide education about Teratogens –substances that harm the unborn baby – including: alcohol, nicotine, illegal drugs (such as cocaine, methamphetamines, heroin, mushrooms, etc), prescription drugs, over the counter medications, herbs, and environmental agents.

(h) Provide school and home visits by case managers.

(i) Provide referrals to Parents as Teachers classes, and other supportive parenting classes.

(j) Provide referrals to customer friendly locations to apply for Medicaid and CHIP services.

(k) Assist with linking to OB/GYN practitioners in the community.

(l) Provide referrals to many other services in cooperation with existing agencies to assist with food, employment, clothing, WIC, dental, transportation, medical, drug and alcohol counseling, mental health services, educational services including GED, alternative and trade schools, childcare services, easy rider car seat classes, and many other supports for parents and expectant parents.

V. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies to identify gaps in services and prevent duplication of services to better meet the needs of parenting males and expecting fathers and the community.

(b) Identify individuals who are parenting males and expecting fathers who are identified as being at risk for, or who have, a substance use/abuse problem and invite them to participate in the various activities.

(c) Participate in a collaborative effort to help the community develop natural support systems within the community.

(d) Refer appropriate individuals to StarCare for services.

VI. TERM OF AGREEMENT:

This agreement is to begin on September 1, 2022, and shall terminate on August 31, 2023.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

DocuSigned by:
Beth Lawson by Robyn Johnston, COS
29D87C92FE6F473...

7/13/2022

Beth Lawson — Date
Chief Executive Officer

Phone: 806-766-0310

Email: starcare@starcarelubbock.org

City of Lubbock Health Department:

Tray Payne — Date
Mayor

Phone: 806-775-2024

Email: traypayne@mylubbock.us

Katherine Wells 08/15/2022

Katherine Wells — Date
Public Health Director

Phone: 806-775-2941

Email: kwells@mylubbock.us

Information

Agenda Item

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

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to work with individuals and to assist them by ensuring they are receiving needed care through referrals to StarCare Specialty Health System. Through this agreement, the Health Department will provide 3 of the 10 Essential Public Health Services.

These 3 services include:
1) Informing, educating, and empowering people about health issues;
2) Linking people to needed personal health services; and
3) Mobilizing community partnerships and acting to identify and solve health problems.

This agreement will begin September 1, 2022 and will terminate August 31, 2023.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a StarCare Specialty Health System Memorandum of Understanding ("MOU") Outreach, Screening, Assessment, and Referral, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community, by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System, and all related documents. Said MOU is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

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StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention and motivational counseling as part of brief intervention when appropriate, including making referrals to interim services and providing pretreatment counseling / brief interventions.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2022, and shall terminate August 31, 2023.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

DocuSigned by:
Beth Lawson by Robyn Johnston, COS 7/15/2022
29D87C92FE6F473...

Beth Lawson Date
Chief Executive Officer

Phone: 806-766-0310

Email: starcare@starcarelubbock.org

City of Lubbock Health Department:

Tray Payne Date
Mayor

Phone: 806-775-2010

Email: traypayne@mylubbock.us

Katherine Wells 08/15/22
Katherine Wells Date
Public Health Director

Phone: 806-775-2941

Email: kwells@mylubbock.us

Information

Agenda Item

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

Item Summary

The contract provides funding from the Texas Health and Human Services Commission (HHSC) to continue the Prevention Resource Center (PRC) and support substance use disorder prevention in the community. This contract combines the PRC, Community Coalition Partnership and the Community Coalition Partnership - Covid grants into one grant and their purpose is to provide prevention and behavioral health promotion strategies for programs. The goal of this grant is to prevent substance use and misuse, and promote behavioral health and wellness in youth, families, and communities across Texas.

This grant was amended to add additional funding to the Community Coalition Partnership-COVID Program for state fiscal years 2023 and 2024 in the amount of $259,616. This grant will add funding that will become effective September 1, 2022, through August 31, 2024.

Fiscal Impact

For State Fiscal Year, SFY2023, September 1, 2022, through August 31, 2023:
Total amount is $708,791
Required match is $25,000
Total Contract Value is $733,791

For State Fiscal Year, SFY2024, September 1, 2023, through August 31, 2024:
Total amount is $550,825
Required match is $25,000
Total Contract Value is $575,825

Staff/Board Recommending

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

Attachments

Resolution - Contract HHSS001081400001

Health Contract Amendment 1

Health Contract Summary

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Health and Human Services Commission (HHSC) Contract No. HHS001081400001, under the Prevention and Behavioral Health Promotion Grant Programs Contract, by and between the City of Lubbock and the State of Texas acting by and through HHSC, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.HHSC Contract No. HHS001081400001 Amendment 1 Ratification
9.7.22

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001081400001
AMENDMENT NO. 1

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and **CITY OF LUBBOCK** ("Grantee"), who are collectively referred to herein as the "Parties" to that certain Prevention and Behavioral Health Promotion Grant Programs Contract, effective September 1, 2021, and denominated HHSC Contract No. **HHS001081400001** ("Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to revise various content, outlined below, of the original Contract and its Attachments; and

WHEREAS, the Parties desire to add additional funding in State Fiscal Years 2023 and 2024 to the Community Coalition Partnership-COVID (SA/CCP-COV) Program;

NOW, THEREFORE, the Parties hereby amend the Contract as follows:

1. **ARTICLE IV ("BUDGET")** of the Contract Signature document is hereby amended to add State-allocated funding **$259,616.00** in the **CCP-COV** Program, in State Fiscal Year ("FY") 2023 through FY2024. The **CCP-COV** Program new Total Contract Value is **$468,407.00**.

   SECTIONS C.2. and **C.3.** of **ARTICLE IV ("Budget")** of the Contract Signature document are hereby deleted in their entirety and replaced as follows:

   2. Fiscal Year 2023 allocations are as follows:

Program ID	FY23 HHSC Share	FY23 Match	Total Contract Value
SA/YPS	**$0.00**	**$0.00**	**$0.00**
SA/YPU	**$0.00**	**$0.00**	**$0.00**
SA/YPI	**$0.00**	**$0.00**	**$0.00**
SA/CCP	**$250,000.00**	**$12,500.00**	**$262,500.00**
SA/CCP-COV	**$208,791.00**	**$0.00**	**$208,791.00**
SA/PRC	**$250,000.00**	**$12,500.00**	**$262,500.00**
Total	**$708,791.00**	**$25,000.00**	**$733,791.00**

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3. Fiscal Year 2024 allocations are as follows:

Program ID	FY24 HHSC Share	FY24 Match	Total Contract Value
SA/YPS	$0.00	$0.00	$0.00
SA/YPU	$0.00	$0.00	$0.00
SA/YPI	$0.00	$0.00	$0.00
SA/CCP	$250,000.00	$12,500.00	$262,500.00
SA/CCP-COV	$50,825.00	$0.00	$50,825.00
SA/PRC	$250,000.00	$12,500.00	$262,500.00
Total	$550,825.00	$25,000.00	$575,825.00

2. **ARTICLE IX ("ADDITIONAL GRANT INFORMATION")** of the Contract Signature document is deleted in its entirety and replaced with the following:

A.

Grantee Data Universal Numbering System:	**58213893**
Federal Award Identification Number (FAIN):	**B08TIO83478-01**
Assisted Listing Name:	**Block Grants for Prevention and Treatment of Substance Abuse**
Assisted Listing Number:	**93.959**
Federal Award Date:	**2/02/2021**
Federal Award Period:	**10/1/2020 – 9/30/2022**
Name of Federal Awarding Agency:	**Department of Health and Human Services**
Awarding Official Contact Person:	**Wendy Pang, Grants Management Specialist Center for Substance Abuse Treatment, wendy.pang@samhsa.hhs.gov, (240) 276-1419**

B.

Grantee Data Universal Numbering System:	**58213893**
Federal Award Identification Number (FAIN):	**B08TI083969**
Assisted Listing Name:	**Block Grants for Prevention and Treatment of Substance Abuse**
Assisted Listing Number:	**93.959**
Federal Award Date:	**05/17/2021**
Federal Award Period:	**09/01/2021 – 9/30/2025**
Name of Federal Awarding Agency:	**Department of Health and Human Services**
Awarding Official Contact Person:	**Wendy Pang, Grants Management Specialist Center for Substance Abuse Treatment, wendy.pang@samhsa.hhs.gov, (240) 276-1419**

3. **ATTACHMENT A, GENERAL STATEMENT OF WORK,** is hereby deleted and replaced in its entirety with **REVISED ATTACHMENT A, REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2022).**

DocuSign Envelope ID: 89F4E5FE-64A4-4C4A-B3A1-784688EEA360

4. **SECTION IX, "DELIVERABLE AND REPORTING REQUIREMENTS," of ATTACHMENT A-2 (COMMUNITY COALITION PARTNERSHIP STATEMENT OF WORK)** is hereby deleted in its entirety and replaced with the following:

   A. *Grantee shall submit the CCP program report/deliverables in accordance with* ***Revised Attachment C, Revised Deliverables and Performance Measures (September 2022).***
   B. *The CCP program deliverables described above are as follows:*
      1. ***Quarterly Reports:*** *Using approved System Agency template, the Grantee will document accomplishments and barriers during the implementation of programmatic activities.*

   C. *The CCP-COV program deliverables described above are as follows:*
      1. ***Quarterly Reports:*** *Using approved System Agency template, the Grantee will document accomplishments, barriers, and evaluation strategies during the implementation of programmatic activities and projects for the CCP-COV program.*
      2. ***CCP-COV Final Projects Report****: Using approved System Agency template, the Grantee will provide a summative description and evaluation of the CCP-COV environmental and systemic change projects and stress-reducing and trauma-healing activities to be completed by the end of FY24 (August 31, 2024). The number of required environmental and systemic change projects by the end of the funding period is a minimum of 2 per coalition receiving CCP-COV funding.*

5. **ATTACHMENT B, FISCAL REQUIREMENTS,** is hereby deleted and replaced in its entirety with **REVISED ATTACHMENT B, REVISED FISCAL REQUIREMENTS (SEPTEMBER 2022)**.

6. **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET,** is hereby deleted and replaced in its entirety with **REVISED ATTACHMENT B-1, APPROVED REVISED CATEGORICAL BUDGET (SEPTEMBER 2022)**.

7. **ATTACHMENT C, DELIVERABLES AND PERFORMANCE MEASURES,** is hereby deleted and replaced in its entirety with **REVISED ATTACHMENT C, REVISED DELIVERABLES AND PERFORMANCE MEASURES (SEPTEMBER 2022).**

8. **ATTACHMENT D, HHSC UNIFORM TERMS AND CONDITIONS – GRANT VERSION 2.16.1, MARCH 26, 2019,** is hereby deleted and replaced in its entirety with **ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.2 (JULY 2022).**

9. **ATTACHMENT E, CONTRACT AFFIRMATIONS V.1.7, NOVEMBER 2020,** is hereby deleted and replaced in its entirety with **ATTACHMENT E-1, HHS CONTRACT AFFIRMATIONS, VERSION 2.2 (EFFECTIVE MAY 2022).**

10. **ATTACHMENT G-1, ASSURANCES-NON-CONSTRUCTION PROGRAMS [OMB NUMBER: 4040-0007] (2022)** is hereby incorporated into the Contract and requires the Grantee to complete the new assurances/certifications in order to meet the ongoing federal requirement.

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11. This Amendment shall take effect on September 1, 2022, provided that all Parties have signed it before the conclusion of said date.

12. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

13. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS001081400001

HEALTH AND HUMAN SERVICES COMMISSION

CITY OF LUBBOCK

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DocuSigned by:
By: Sonja Gaines
147CCA4134D941B...

Sonja Gaines

SG

August 26, 2022
Date of Signature:

DocuSigned by:
By: Tray Payne
FDEBFC88C4AE411...

Tray Payne

Mayor

August 26, 2022
Date of Signature:

THE FOLLOWING DOCUMENTS ARE ATTACHED HERETO AND HEREBY INCORPORATED AS PART OF THE CONTRACT:

- **REVISED ATTACHMENT A: REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2022)**;
- **REVISED ATTACHMENT B: REVISED FISCAL REQUIREMENTS (SEPTEMBER 2022)**;
- **REVISED ATTACHMENT B-1: APPROVED REVISED CATEGORICAL BUDGET (SEPTEMBER 2022)**;
- **REVISED ATTACHMENT C: REVISED DELIVERABLES AND PERFORMANCE MEASURES (SEPTEMBER 2022)**;
- **ATTACHMENT D-1: HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.2 (JULY 2022)**;
- **ATTACHMENT E-1: HHS CONTRACT AFFIRMATIONS, VERSION 2.2 (EFFECTIVE MAY 2022)**;
- **ATTACHMENT G-1: ASSURANCES-NON-CONSTRUCTION PROGRAMS [OMB NUMBER 4040-0007] (2022)**; **AND**

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REVISED ATTACHMENT A:
REVISED GENERAL STATEMENT OF WORK
(SEPTEMBER 2022)

I. PURPOSE

A. To provide prevention and behavioral health promotion strategies for programs referenced in Contract Signature Document. Grantee is required to adhere to the requirements within the Prevention and Behavioral Health Promotion (PBHP) Program Guidance document (hereafter referred to as the "Program Guide"): https://hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/substance-use-misuse-prevention .

II. GOAL

To prevent substance use and misuse and promote behavioral health and wellness in youth, families, and communities across Texas. Grantees will implement the following strategies as outlined in the Program Guide:

A. Prevention Education;
B. Information Dissemination;
C. Positive Alternatives;
D. Problem Identification and Referral;
E. Community-Based Processes; and
F. Environmental and Social Policies.

III. GENERAL RESPONSIBILITIES

Grantee shall:

A. Provide prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321(A) and as outlined in this agreement and the Program Guide.
B. Submit Implementation Plans as set forth in **Revised Attachment C: Revised Deliverables and Performance Measures (September 2022)** for review and approval by System Agency detailing how all required services and strategies will be implemented locally. The Implementation Plan virtual forms can be located at the following links:
    a. YP Fall Semester (due 9/1);
    b. YP Spring Semester (due 1/15);
    c. YP Summer Term (due 5/15); and
    d. CCP and PRC Annual (due 9/1).
C. Develop policies and procedures as required by 1 TAC § 392.511 and outlined within the Program Guide, "Policy and Procedures Guidance" and make them available for inspection by the System Agency.
D. Follow the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards, 2013) and demonstrate

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good-faith efforts to reach out to under-served populations as detailed within the Program Guide, "Adherence to CLAS Standards."

E. Secure and maintain community agreements with partners that adhere to the Program Guide, "Community Agreements" (CAs). CAs may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), Memorandum of Agreement (MOA) or other agreement as approved by System Agency.
F. Appropriate level staff shall participate in System Agency meetings, trainings, and state-scheduled calls per requirements in the Program Guide, "Required HHS Meetings and Communication."
G. Submit additional documentation as requested by the System Agency.
H. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
I. Conduct and document quarterly fidelity and quality assurance checks of all required activities.
J. System Agency requires all deliverables excluding the CMBHS deliverables be submitted within Globalscape EFT, and/or any alternative method required by System Agency. Grantee is required to maintain access to required systems or platforms for the term of this Contract.

IV. STAFFING AND STAFF COMPETENCY REQUIREMENTS

A. Grantee shall designate two media representatives to assist with the statewide media campaign as described in the Program Guide. Grantee's participation is required.
B. The Prevention Program Director and all other prevention program staff must complete the general required trainings as specified in the Program Guide, Section General Staff Training Requirements. All training and certification documentation must be maintained within the employees' file for System Agency review upon request.

V. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee shall establish and adhere to policies on conducting criminal background checks of potential employees, volunteers, and/or subcontractors, which at a minimum must include:

A. A pre-employment criminal background check for any individual that will have direct contact with youth, families, or other participants;
B. Standards detailing hiring decisions for employees with a background check finding; and,
C. Requirements for employees to report post-employment instances that would negatively impact subsequent background checks.

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VI. CONSENT

Grantees are required to obtain consent from participants and their parents/legal guardians in accordance with applicable laws. This includes obtaining consent for any youth prevention program services as well as any activities, including Positive Alternatives, that occur off-site or involve participant travel. Grantee will document consent using a form or process created by Grantee. Grantee will maintain all relevant consent documentation on file.

VII. DOCUMENTATION OF STRATEGIES AND SERVICES

Grantee shall utilize the Prevention Activity Tracking Tool (PATT), or other electronic tools as required by the System Agency, to document prevention activities as outlined in the Program Guide, "Documentation of Strategies and Services."

VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) COMPONENTS

A. Grantee shall use the CMBHS components/functionality specified below, in accordance with the System Agency instructions:
   1. Request/maintain user access for appropriate staff, (including access control and credential maintenance);
   2. Provider detail;
   3. Performance Measures;
   4. Financial Status Reports (FSR);
   5. Invoices; and
   6. Curriculum Outcome Measures (**YPS**, **YPU**, and **YPI** Programs only).

B. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.

C. Notify the CMBHS Helpdesk within 10 business days of any change to the designated Security Administrator or the back-up Security Administrator.

D. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and sub-Grantees authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.

E. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

F. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

G. Attend System Agency training on CMBHS documentation.

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H. Use other CMBHS components and meet CMBHS training requirements per request by the System's Agency. (The use of CMBHS is not limited to the components and functionality listed above.)

IX. DELIVERABLE AND REPORTING REQUIREMENTS

A. Grantee shall submit all required reports of monitoring activities to System Agency by the applicable due dates outlined in **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022)**.

B. The following reports must be submitted to System Agency via Globalscape EFT (https://sftp.hhs.texas.gov) by the required due dates and report name described in the **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022)**:

1. In addition to Clinical Management for Behavioral Health Services (CMBHS), Grantees are required to submit data, reports, performance measures, and any other requested information into data systems designated by the System Agency.
2. Grantee will notify the System Agency of any staffing changes within ten (10) business days of a revision using the System Agency process outlined in the Program Guide.
3. Grantee shall submit a Financial Status Report (FSR) for each awarded program.
4. Grantee shall submit a General Ledger for each awarded program to support each Program's FSR.
5. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) for each awarded program.
6. Grantee shall submit annual Contract Closeout documentation for each awarded program. This documentation is required each fiscal year. Final Contract Closeout is due October 15.
7. Grantee shall submit a CMBHS Security Attestation Form twice a fiscal year.
8. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month for each awarded program.
9. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

X. PERFORMANCE MEASURE DEFINITIONS AND GUIDANCE

A. Grantee shall reference Program Guide, "Performance Measure Definitions and Guidance," for the YP, PRC, and CCP performance measure definitions and guidance regarding the data to report.

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B. Grantee shall report the performance measures required by each funded program documented in **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022)**.
C. System Agency will monitor Grantee's performance of the requirements herein, as well as in **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022)**.

XI. SYSTEM AGENCY INFORMATION

Name:	**Marcellus Crayton**
Email:	Marcellus.Crayton02@hhs.texas.gov
Address:	909 W. 45th Street, Bldg. 552 (MC 2058)
City/Zip:	Austin, TX 78751

XII. RENEWALS

No renewal options are available for this Contract.

XIII. PROCUREMENT INFORMATION

This Contract is awarded from the System Agency's Request for Application, No. HHS0000776, posted on March 11, 2019. Grantee is awarded the following contracts as a result of the RFA:

Fiscal Year	Program	Contract Number
FY2020-2021	SA/Prevention	HHS001081400001
FY2022-2024	SA/Prevention	HHS001081400001

XIV. GRANTEE INFORMATION

Grantee TIN:	17560005906

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REVISED ATTACHMENT A:
REVISED GENERAL STATEMENT OF WORK
(SEPTEMBER 2022)

Contract Determination:	Subrecipient
Payment Method:	Cost Reimbursement

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REVISED ATTACHMENT B:
REVISED FISCAL REQUIREMENTS
(SEPTEMBER 2022)

Grantee shall ensure compliance to the fiscal requirements of the Contract, as follows:

A. This Contract is funded from the United States Health & Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Block Grants for Prevention and Treatment of Substance Abuse (SABG), Assistance Listing Number (ALN) 93.959;

B. Compliance with the SABG Code of Federal Regulation (CFR), 45 CFR Part 96, Subpart C, as applicable, is required;

C. Compliance with the following Grant requirements, located at System Agency's website, https://hhs.texas.gov/doing-business-hhs/grants, is required.
   1. Electronic Code of Federal Regulations (2 CFR 200);
   2. Federal Uniform Grant Guidance;
   3. Grant Technical Assistance guide; and
   4. Texas Grant Management Standards.

D. Access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

E. Grantee is required to contribute five (5%) percent matching of funds. However, the CCP-COV Program is funded by COVID-19 supplemental funding, which does not require a matching of funds.

F. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

G. Compliance to the following Invoicing and Payment requirements:
   1. Submit monthly invoices to the System Agency utilizing CMBHS. Monthly invoices required for all Programs awarded funding. All invoices shall be submitted by the deadlines established in **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022).**
   2. Be paid monthly and in accordance with services performed under this Contract.
   3. After the closure of each Fiscal Year documented in **Section H** (below), System Agency shall conduct Contract close-out activities. Grantee shall ensure all invoices for each year (September – August) are submitted in CMBHS by October 15th. Invoices submitted after October 15th may be denied.

H. The Contract Fiscal Year allocation information is as follows:
   1. System Agency Share total reimbursements will not exceed **$1,968,407.00** for the period from September 1, 2021, through August 31, 2024, as follows:
      i. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $**708,791.00**;

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ii. Fiscal Year 2023: September 1, 2022, through August 31, 2023: $**708,791.00**; and

iii. Fiscal Year 2024: September 1, 2023, through August 31, 2024: $**550,825.00**.

2. For each Fiscal Year noted immediately above, Grantee's match requirement is as follows:
   i. Fiscal Year 2022: September 1, 2021, through August 31, 2022: **$25,000.00**;
   ii. Fiscal Year 2023: September 1, 2022, through August 31, 2023: **$25,000.00**; and
   iii. Fiscal Year 2024: September 1, 2023, through August 31, 2024: **$25,000.00**
3. The total amount of this Contract, including applicable match will not exceed $**2,043,407.00** as documented below:
   i. Fiscal Year 2022: September 1, 2021, through August 31, 2022: **$733,791.00**;
   ii. Fiscal Year 2023: September 1, 2022, through August 31, 2023: **$733,791.00**; and
   iii. Fiscal Year 2024: September 1, 2023, through August 31, 2024: **$575,825.00**.
4. All Grantees awarded funding for a CCP Program are receiving Substance Abuse Block Grant (SABG) Supplemental funding for the COVID-19 activities referenced in **Attachment A-2, Community Coalitions Partnership Statement of Work**. The CCP-COV Program funding is referenced in **Article IV ("Budget")** of the **Contract Signature Document**.

I. The Cost Reimbursement Budget information is as follows:
   1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in **Revised Attachment B-1, Approved Revised Categorical Budget (September 2022)**, for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
   2. If needed, Grantee may further revise **Revised Attachment B-1, Approved Revised Categorical Budget (September 2022)**, which documents the approved budget for each allocated Program. The requirements for each allocated Program are as follows:
      i. Grantee may transfer funds from the budget categories only, with the exception of the "Equipment" category. Grantee may transfer up to ten (10%) percent of the allocated fiscal year Program amount without System Agency's approval. Budget revisions exceeding the ten (10%) percent requirement require System Agency's written approval.

      ii. Grantee may request revisions to the approved budget categories that exceed the ten (10%) percent requirement, excluding "Equipment" and "Indirect Cost" categories, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change

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and does not require an amendment, in accordance with **Section 4.A. ("Minor Administrative Changes")** of **Attachment F, HHSC Additional Provisions**. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

iii. Grantee may request transferring funds between awarded Programs by submitting a written request to the assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment, in accordance with **Section 4.A. ("Minor Administrative Changes")** of **Attachment F, HHSC Additional Provisions**. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

iv. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
4. Grantee shall submit annual categorical budgets for Fiscal Years 2023-2024 on the System Agency-approved template in accordance with the deadlines documented in **Revised Attachment C, Revised Deliverables and Performance Measures (September 2022)**. System Agency will provide written notification of the annual budget approval.
5. The approved fiscal year Categorical Budget for all awarded Program services is referenced in **Revised Attachment B-1: Approved Revised Categorical Budget (September 2022).**

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ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET

PREVENTION MASTER SUMMARY PAGE

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS001081400001
Prevention Program(s) Contracted to Provide:	CCP, CCP-COV, PRC
Region:	1
Fiscal Year:	2021-2024
Total Contract Value (System Agency+Match)	$733,791.00
Date Submitted to HHSC:	

Master Budget Roll-Up

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	$225,765.00	$0.00	$0.00	**$225,765.00**
Fringe Benefits	$97,079.00	$0.00	$0.00	**$97,079.00**
Travel	$57,650.00	$0.00	$0.00	**$57,650.00**
Equipment	$0.00	$0.00	$0.00	**$0.00**
Supplies	$8,325.00	$0.00	$0.00	**$8,325.00**
Contractual	$256,150.00	$0.00	$0.00	**$256,150.00**
Other	$63,822.00	$25,000.00	$0.00	**$88,822.00**
Total Direct Costs	$708,791.00	$25,000.00	$0.00	**$733,791.00**
Indirect Costs	$0.00	$0.00	$0.00	**$0.00**
Totals	**$708,791.00**	**$25,000.00**	**$0.00**	**$733,791.00**

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CCP PROGRAM

Budget Summary Detail

		Non-System Agency Funds		
Budget Categories	**System Agency Funds Requested**	**Cash Match**	**In-Kind**	**Category Total**
Personnel	$ 103,028.00		$ -	**$ 103,028.00**
Fringe Benefits	$ 44,302.00		$ -	**$ 44,302.00**
Travel	$ 42,448.00		$ -	**$ 42,448.00**
Equipment	$ -		$ -	**$ -**
Supplies	$ 7,341.00		$ -	**$ 7,341.00**
Contractual	$ 46,800.00		$ -	**$ 46,800.00**

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Other	$ 6,081.00	$ 12,500.00	$ -	**$ 18,581.00**
Total Direct Costs	$ 250,000.00	$ 12,500.00	$ -	**$ 262,500.00**
Indirect Costs	$ -		$ -	**$ -**
Totals	**$ 250,000.00**	**$ 12,500.00**	**$ -**	**$ 262,500.00**

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CCP-COV PROGRAM

Budget Summary Detail

		Non-System Agency Funds		
Budget Categories	**System Agency Funds Requested**	**Cash Match**	**In-Kind**	**Category Total**
Personnel	$ -		$ -	**$ -**
Fringe Benefits	$ -		$ -	**$ -**
Travel	$ -		$ -	**$ -**
Equipment	$ -		$ -	**$ -**
Supplies	$ -		$ -	**$ -**
Contractual	$ 138,550.00		$ -	**$ 138,550.00**

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Other	$ 70,241.00		$ -	**$ 70,241.00**
Total Direct Costs	$ 208,791.00	$ -	$ -	**$ 208,791.00**
Indirect Costs	$ -		$ -	**$ -**
Totals	**$ 208,791.00**	**$ -**	**$ -**	**$ 208,791.00**

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PRC PROGRAM

Budget Summary Detail

		Non-System Agency Funds		
Budget Categories	**System Agency Funds Requested**	**Cash Match**	**In-Kind**	**Category Total**
Personnel	$ 122,737.00		$ -	**$ 122,737.00**
Fringe Benefits	$ 52,777.00		$ -	**$ 52,777.00**
Travel	$ 15,202.00		$ -	**$ 15,202.00**
Equipment	$ -		$ -	**$ -**
Supplies	$ 984.00		$ -	**$ 984.00**
Contractual	$ 70,800.00		$ -	**$ 70,800.00**

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Other	$ (12,500.00)	$ 12,500.00	$ -	**$ -**
Total Direct Costs	$ 250,000.00	$ 12,500.00	$ -	**$ 262,500.00**
Indirect Costs	$ -		$ -	**$ -**
Totals	**$ 250,000.00**	**$ 12,500.00**	**$ -**	**$ 262,500.00**

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Attachment C
Deliverables and Performance Measures

1. All deliverables for the Contract are listed in the below deliverable table; Grantee is required to submit all deliverablaes for the **Attachment A, General Statement of Work**, **Attachment B, Budget**, and for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the Contract Signature Document.

2. Grantee shall ensure all required deliverables are submitted as follows:
a. The deliverables submitted in GlobalScape shall be named the deliverable name refernced in column **"Report Name".**
b. Reports are submitted by the due date in column **"Due Date"**. Note: Deliverables due on the weekend and/or holiday are due the next business day.
c. Reports are submitted by the submission system documented in the column **"submission system"**.
d. System Agency may request deliverables to be submitted through an alternate submission system.

3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarded. Grantee shall ensure compliance to the following requirements:
a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current month. Grantee shall report the previous months activities.
b. Performance will be measured in part on the achievement of the key performance measures.
c. Guidance concering each performance measure can be found in the Program Guide, "Performance Measure Definitions and Guidance."

Requirement	Report Name	Due Date*	Submission System
Attach A, General Statement of Work	Program Staffing Report	Per fiscal year: September 15 and within 10 business days of a revision.	Prevention Activity Tracking Tool (PATT)
Attach A, General Statement of Work	CMBHS Security Attestation Form and Listing of Authorized Users	Per fiscal year: September 15th & March 15th	GlobalScape
Attach B, Budget	Cateogorical Budget	FY23-24 Categorical Budget, as follows: FY22: FY23 budget due June 1, 2022 FY23: FY24 budget due June 1, 2023	GlobalScape
Attach A, General Statement of Work	General Ledger (for each funded program)	Per fiscal year, quarterly report schedule: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due October 15th	GlobalScape
Attach A, General Statement of Work	Financial Status Reports (FSRs) (for each funded program)	Per fiscal year, quarterly report schedule for Financial Status Report (FSR) report: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due October 15th	CMBHS

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Attach A, General Statement of Work	Performance Measures (for each funded program)	Report previous month's activities due on the 15th of the current month.	CMBHS or other system designated by System Agency
Attach A, General Statement of Work	Invoices (for each funded program)	Invoices for the previous month's activities on the 15th of the current month.	CMBHS
Attach A, General Statement of Work	Closeout documents (for each funded program)	Final closeout documents due October 15th each fiscal year	GlobalScape
Attachment A-1, YP SOW Reporting Requirements			
Attach A-1, YP Statement of Work	Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit each individual curriculum cycle and the associated outcomes.	CMBHS or other system designated by System Agency
Attach A-1, YP Statement of Work	PBHP YP Implementation Plans	YP Fall Semester Implementation Plan: September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUQTdLMFM3NVE1WVo3VUQyS1AyWlpHUVhQRy4u
		YP Spring Semester Implementation Plan: Due January 15th each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hURUtRWU0zTVYyOTlPNkpUNEJGOTdFMzJWMi4u
		YP Summer Term Implementation Plan: Due May 15th each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUQ1oyRkFONUZZNVpLSjVPSU9VRjRCME9DWC4u
Attachment A-2, CCP Reporting Requirements			
Attach A-2, CCP Statement of Work	Community Needs Assessment (CNA)	Submitted	GlobalScape
Attach A-2, CCP Statement of Work	Logic Model	Submitted	GlobalScape
Attach A-2, CCP Statement of Work	Five-Year Strategic Plan	Submitted	GlobalScape
Attach A-2, CCP Statement of Work	Initial Evaluation Plan	Submitted	GlobalScape
Attach A-2, CCP Statement of Work	PBHP CCP Annual Implementation Plan	Due September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUNlY5TlQ4VkdNTjdURVRPWjQ2MlhSQzhURC4u
Attach A-2, CCP Statement of Work	Quarterly Reports - CCP and CCP-COV	Per fiscal year, quarterly report schedule as follows: Q1 reporting period, due December 15th Q2 reporting period, due March 15th Q3 reporting period, due June 15th Q4 reporting period, due September 15th	GlobalScape
Attach A-2, CCP Statement of Work	CCP-COV Final Project Report	Due August 31, 2024	GlobalScape
Attachment A-3, PRC SOW Reporting Requirements			
Attach A-3, PRC Statement of Work	Mid-year Report	Each Fiscal Year, due March 31st	GlobalScape
Attach A-3, PRC Statement of Work	PBHP PRC Annual Implementation Plan	Due September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUNlY5TlQ4VkdNTjdURVRPWjQ2MlhSQzhURC4u
Attach A-3, PRC Statement of Work	Regional Needs Assessment	Each Fiscal Year, August 31st	GlobalScape
Attach A-3, PRC Statement of Work	Post Regional Needs Assessment to website	Each Fiscal Year, August 31st	GlobalScape

Note: Deliverables due on the weekend and/or holiday are due date is the next business day.

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Organization Name:	City of Lubbock Health Department
Region:	1
County(ies):	Lubbock, Hockley

CCP	Coalition Name	FTE Assigned	Performance Measure	Approved Performance Measures				
				Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual
CCP 1			3D. Number of media awareness activities (not including social media) focused on prevention and behavorial health promotion.	1	1	1	0	3
CCP 2			3E. Number of social media messages focused on prevention and behavorial health promotion messaging and the statewide media campaign.	36	36	36	36	144
CCP 3			4A. Number of community-based processes focused on prevention and behavorial health promotion.	68	68	68	68	272
CCP 4			4B. Number of adults attending community-based processes focused on prevention and behavorial health promotion.	400	400	400	400	1600
CCP 5			4C. Number of youth attending community-based processes focused on prevention and behavorial health promotion.	80	80	80	80	320
CCP 6			5A. Number of changed policies and social norms related to prevention and behavorial health promotion.	0	0	0	2	2
COVID Supplemental Funds Performance Measures								
			S2. Number of youth attending stress reduction/trauma healing activities.	15	15	0	0	30
			S3. Number of adults attending stress reduction/trauma healing activities.	60	60	0	0	120
Total CCP FTEs:		**0**						

*Note: Due to rounding, the sum of quarterly targets in the formula projections may be slightly higher or lower than the annual targets. HHSC will adjust the quarterly targ

Organization Name:		City of Lubbock Health Department						
Region:		1						
PRC	PRC Name	FTE Assigned	Performance Measures	Approved Performance Measures				
				Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual
PRC 1	N/A		3D. Report the number of prevention and behavioral health promotion media placements (including those from the statewide media campaign) delivered through traditional media.	1	1	1	0	3
			3E. Report the number of messages delivered through social media related to the prevention priorities and the statewide media campaign.	36	36	36	36	144
			3F. Report the number of times that local, county, or regional data is shared.	30	30	30	30	120
			4D. Report the number of trainings coordinated and/or hosted in the region within the month.	1	1	1	1	4
			4E. Report the number of adults attending trainings coordinated and/or hosted in the region within the month.	20	20	20	20	80
			4F. Report the number of schools contacted to promote the Texas School Survey (TSS). ***PRCs are only required to contact 90 percent selected to participate in TSS by the TSS contractor, Public Policy Research Institute at Texas A&M University. If the same school is contacted more than one time, only count it once.	***	***	***	0	Annual goal is equal to 90% of schools participating in the TSS for the PRC's Region.
			5B. Report the number of compliance checks, including follow-up visits for non-compliance, that are conducted on-site with tobacco retailers.	270	270	270	270	1080
Total PRC FTEs:		0						

***Note: Due to rounding, the sum of quarterly targets in the formula projections may be slightly higher or lower than the annual targets. HHSC will adjust the quarterly targets to equal the annual targets in the final contract measures.**

****Compliance check measures are TBD as they are calculated based on the number of licensed tobacco retailers in each region:**

1) In PRC regions with fewer than 2,400 licensed tobacco retailers, Grantee must visit a minimum of 25% of active retailers (unduplicated) each quarter. Grantee will visit 100% of the active tobacco retailers throughout the term of the fiscal year.

2) In PRC regions with 2,400 to 4,000 licensed tobacco retailers, Grantee must visit 2,000 of the active tobacco retailers in the region, throughout the term of the fiscal year. Grantee will visit a minimum of 25% of the active tobacco retailers (unduplicated) each quarter.

3) In PRC regions with more than 4,000 licensed tobacco retailers, Grantee will visit a minimum of 210 (unduplicated) tobacco retailers per month throughout the term of this Contract.

*****Texas School Survey measures are TBD as they are calculated based on the number of schools selected to participate in the TSS every fiscal year by the TSS contractor, Public Policy Research Institute at Texas A&M University. The TSS contractor has also asked that we stop contacting schools about the survey in the last quarter of the fiscal year.**

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

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(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

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2.3 Ancillary and Travel Expenses

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.

B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

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2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

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B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

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threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 Submission of Audits and Financial Statements

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;

ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

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iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 State Assurances

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

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D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

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6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

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C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
   ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.

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Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized

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representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

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ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

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i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;

ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM

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AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

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11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
   i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
   ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
   iii. Applying to all employees and visitors in this designated area; and
   iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

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obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

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under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

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11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the

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System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

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pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001081400001
Attachment E1 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

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- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

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

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44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

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

45. Office of Inspector General Investigative Findings Expert Review

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

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

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access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

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

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55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

City of Lubbock

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:
Tray Payne
EDEBEC88C4AE411...

August 26, 2022

Signature of Authorized Representative | **Date Signed**

Tray Payne | Mayor

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

1314 Ave K | Lubbock, Texas, 79401

Physical Street Address | **City, State, Zip Code**

Mailing Address, if different | **City, State, Zip Code**

1314 Ave K | Lubbock, Texas, 79401

Phone Number | **Fax Number**

TrayPayne@mylubbock.us | 058213893

Email Address | **DUNS Number**

tpayne@mylubbock.us | 00017560005906

Federal Employer Identification Number | **Texas Identification Number (TIN)**

NA | NA

Texas Franchise Tax Number | **Texas Secretary of State Filing Number**

LXDNEKWRVKJ6

SAM.gov Unique Entity Identifier (UEI)

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Tray Payne FDEBFC88C4AE411...	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
The City of Lubbock	August 26, 2022

Standard Form 424B (Rev. 7-97) Back

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Certificate Of Completion

Envelope Id: 89F4E5FE64A44C4AB3A1784688EEA360
Status: Completed
Subject: Amending $2,043,407; HHS001081400001; City of Lubbock A-2; MSS-IDD/BHS/SUD
Procurement Number:
Source Envelope:
Document Pages: 97
Signatures: 4
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
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Signer Events	Signature	Timestamp
Tray Payne TrayPayne@mylubbock.us Mayor The City of Lubbock Security Level: Email, Account Authentication (None)	DocuSigned by: Tray Payne FDEBFC88C4AE411... Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41	Sent: 8/23/2022 5:13:54 PM Viewed: 8/24/2022 10:52:20 AM Signed: 8/26/2022 9:54:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sonja Gaines Sonja.Gaines@hhs.texas.gov SG Security Level: Email, Account Authentication (None)	DocuSigned by: Sonja Gaines 147CCA4134D941B... Signature Adoption: Pre-selected Style Using IP Address: 107.128.181.217 Signed using mobile	Sent: 8/26/2022 9:54:53 AM Resent: 8/26/2022 11:16:34 AM Viewed: 8/26/2022 11:39:41 AM Signed: 8/26/2022 11:39:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Edna Fuentes edna.fuentes@hhs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/23/2022 5:13:54 PM Viewed: 8/24/2022 3:08:35 PM
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Marcellus Crayton Marcellus.Crayton02@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/23/2022 5:13:53 PM
Katherine Wells kwells@mail.ci.lubbock.tx.us Director of Public Health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/23/2022 5:13:55 PM Viewed: 8/23/2022 5:31:31 PM
SUDCMU substanceabuse.contracts@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/26/2022 9:54:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/26/2022 11:39:41 AM
Signing Complete	Security Checked	8/26/2022 11:39:49 AM
Completed	Security Checked	8/26/2022 11:39:49 AM

Payment Events	Status	Timestamps

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Certificate Of Completion

Envelope Id: 89F4E5FE64A44C4AB3A1784688EEA360
Status: Completed
Subject: Amending $2,043,407; HHS001081400001; City of Lubbock A-2; MSS-IDD/BHS/SUD
Procurement Number:
Source Envelope:
Document Pages: 97
Signatures: 4
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
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Signer Events	Signature	Timestamp
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Sonja Gaines Sonja.Gaines@hhs.texas.gov SG Security Level: Email, Account Authentication (None)	DocuSigned by: Sonja Gaines 147CCA4134D941B...	Sent: 8/26/2022 9:54:53 AM Resent: 8/26/2022 11:16:34 AM Viewed: 8/26/2022 11:39:41 AM Signed: 8/26/2022 11:39:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 107.128.181.217 Signed using mobile	

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Edna Fuentes edna.fuentes@hhs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/23/2022 5:13:54 PM Viewed: 8/24/2022 3:08:35 PM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
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Marcellus Crayton Marcellus.Crayton02@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/23/2022 5:13:53 PM
Katherine Wells kwells@mail.ci.lubbock.tx.us Director of Public Health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/23/2022 5:13:55 PM Viewed: 8/23/2022 5:31:31 PM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2022 5:13:54 PM
Certified Delivered	Security Checked	8/26/2022 11:39:41 AM
Signing Complete	Security Checked	8/26/2022 11:39:49 AM
Completed	Security Checked	8/26/2022 11:39:49 AM

Payment Events	Status	Timestamps

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute HOME Investment Partnership Program Funding Agreement 16771 and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiative.

Item Summary

Grantee: City of Lubbock Housing Initiative (CLHI) is a non-profit of the Lubbock Housing Authority
Program: Affordable Rental Housing Program
Funding Source: HOME Investment Partnership Program through HUD
Use of Funds: This is a continuation of rehabilitation of existing rental housing owned by CLHI. Total 72 single family residential units (affordable housing) in Cherry Point neighborhood.
Allocated Amount: $3,000,000
Term: September 1, 2022 through September 30, 2024

On July 13, 2022, the Community Development & Services Board (CDSB) recommended this allocation to complete the project in the next two years.

Fiscal Impact

The maximum allocation amount from the HOME Investment Partnership Program Grant is $3,000,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution
CLHI Contract/Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, HOME Investment Partnership and Funding Agreement 16771 for the funding of an affordable rental housing program, and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiatives. 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. HOME Funding Contract 16771 CLHI
8.18.22

COMMUNITY DEVELOPMENT HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT
Between
THE CITY OF LUBBOCK
AND
CITY OF LUBBOCK HOUSING INITIATIVES

This Community Development HOME Investment Partnership Program Funding Agreement (the "Agreement"), Contract No. **16771**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and CITY OF LUBBOCK HOUSING INTIVIATIVES (CLHI),, (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this ____ day of _____ 2022 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to perform certain services in its undertaking of the HOME Investment Partnership Program (the "HOME Program") pursuant to Titles I and II of the Cranston-Gonzales National Affordable Housing Act; and

WHEREAS, the Grantee operates as a Texas non-profit corporation offering services to families throughout Lubbock; and

WHEREAS, the Grantee proposes to provide a program called **Affordable Rental Housing Program** which will allow the Grantee to provide affordable housing for low to moderate income individuals (the "Services").

WHEREAS, the City Council of the City of Lubbock has declared the Services provided by the Grantee to be a public purpose; and

WHEREAS, the Grantee and the Services it provides have been found to meet the criteria for funding under 24 CFR Part 92; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this transaction; continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that the public purpose will be accomplished; the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the operation of the **Affordable Rental Housing Program** and that the City will receive adequate consideration in the form of substantial public benefit; and

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a **HOME funded Affordable Rental Housing Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Investment Partnership Program. Specifically, the Grantee shall with the sum of allocated HOME Program funding (see III. Budget) Three Million dollars **($3,000,000)** will complete the ongoing project of rehabilitation of existing houses and will be operated as affordable rental housing for low to moderate income households.

B. Objectives

The Grantee certifies the activities carried out with funds provided under this Agreement will meet the HOME Program's eligible activities under 24 CFR Part 92 Subpart E.

C. City Responsibilities

1. City agrees to provide Grantee assistance from the Department of Housing and Urban Development ("**HUD**") funds in an amount not to exceed Three Million dollars **($3,000,000)** for the **Affordable Rental Housing Program** in return for Grantee performing the Services set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this Agreement and will not be liable for failure to make payments to Grantee under this Agreement.

3. City shall not be liable for any incurred Grantee costs, Grantee reimbursements which have been paid to or subject to payment to Grantee by any source other than City or Grantee.

4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in 24 CFR 92 Subpart E.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Agreement which have not been billed to City by Grantee within ninety (90) days unless otherwise approved by the City.

7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Agreement or after termination of this Agreement.

8. City shall review all work specifications prior to the beginning of the procurement process.

9. City shall inspect all construction work for compliance with work specifications prior to the release of any funds.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

2. Grantee shall submit to City such reports on the operation and performance of this Agreement during their program activity timeframe, as requested by the City.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

4. Grantee shall refund to City any sum of money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

5. Grantee agrees to comply with the affordability requirements of 24 CFR 92.252 or 92.254 as applicable. Grantee agrees to repay any funds during the time period wherein the housing does not meet the affordability requirements, if required by HUD to do so.

6. Grantee agrees to comply with the applicable uniform administrative requirements, as described in 24 CFR 92.505.

7. Grantee agrees to comply with project requirements in 24 CFR Part 92 Subpart F, as applicable with the type of project in the Agreement.

8. Grantee agrees to carry out each activity in the Agreement in compliance with all Federal laws and regulations described in 24 CFR Part 92 Subpart H, including responsibilities for environmental review in 24 CFR 92.352 and the intergovernmental review process in 24 CFR 92.359.

9. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

10. Grantee agrees to comply with the affirmative marketing responsibilities specified in 24 CFR 92.351.

11. Grantee agrees that the units constructed under the HOME Program shall be made available exclusively to eligible low and moderate income families whose gross household income does not exceed the income eligibility requirements as established by HUD.

12. Grantee shall submit to City a request for an environmental assessment to be prepared and approved on individual construction sites prior to beginning the project.

13. Grantee shall submit to City a request for a review of all work specifications prior to the beginning of the construction process.

14. Reserved.

15. Grantee will have the Match and/or Non-HOME Program funds ready and available prior to the start of the project, if applicable. Failure to do so may delay, and or cancel the project.

16. Grantee agrees that contracts, agreements and/or deeds of trust with homebuyers will include affordability requirements as defined in the HOME Program regulations.

17. Grantee agrees that any interests or assets obtained with the HOME Program funding shall revert back to the City in the event that said Agency/Non-profit dissolves, files for bankruptcy or goes out of business for any reason.

E. Grantee's Match:

HOME Program funds used for administrative and planning costs (pursuant to 24 CFR 92.207) CHDO operating expenses (pursuant to 24 CFR 92.208) and capacity building (pursuant to 24 CFR 92.300(b)) of community housing development organizations are not required to be matched.

F. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program Services:

Program	Timeline	Accomplishments
Affordable Housing	9/1/2022 – 9/30/2024	Rehabilitation of existing houses to provide affordable rentals to low to moderate income households.

G. Staffing to be Provided by Grantee

Name _	Title
Mike Chapman	Secretary
Kris Schroeder	Treasurer
Todd Steelman	LHA Director of Public Housing

H. Performance Monitoring

1. General Statement: The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a monthly and quarterly basis as described below during Grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

2. Desktop Monitoring

- Desktop Monitoring will be completed as request for reimbursement for this program are submitted. Monitoring will also be accomplished by reviewing monthly and end of year reports.

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- A notification letter will be sent to the Grantee at least 15 days before on-site monitoring visit.
- A monitoring letter sent to the Grantee identifying concerns and findings, if any, within thirty (30) days of on-site monitoring visit.
- Grantee must provide a written response within thirty (30) days of receipt of the monitoring letter that describes how the Grantee will resolve any issues. If no deficiencies were noted Grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of September 2022, and end on the 30th day of September 2024. The term of this Agreement and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME Program funds or other assets, including program income.

III. BUDGET

Line Item:	**Funding Year(s):**		**Amount:**
Rehabilitation existing rental housing	2022 - 2024		**$3,000,000**
		Total:	**$3,000,000**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any change to this budget must be approved in writing by the City and the Grantee.

IV. PAYMENT

All payments to Grantees are on a monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$3,000,000** for the **Affordable Rental Housing Program.** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payment requests must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 24 CFR 84.

V. NOTICES

Written notices provided for under this Agreement shall be directed to the following contract representatives:

City	Grantee
Karen Murfee	Michael Chapman
City of Lubbock	CLHI
P. O. Box 2000	1708 Crickets Avenue
Lubbock, TX 79457	Lubbock, TX 79401

VI. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 for HOME Investment Partnerships Program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- Title 24 CFR, Part 92 for HOME Investment Partnerships Program;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER.

GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING GRANTEE'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS SHALL NOT BE LIABLE AND GRANTEE HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO GRANTEE.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

D. Right to Exercise

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, the former shall control.

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the Grantor agency in providing Services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The City may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

I. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Grantee ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said Agreement funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this Agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508, which are related to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets the eligible activities under the HOME Program;
c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME Program assistance, as applicable;
d. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
e. Financial records as required by 24 CFR Part 92.505, and 24 CFR 84; and
f. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.
g. Records documenting that each housing project meets the requirements of 24 CFR 92.252 for the required period of affordability. Records must be kept for each family assisted.
h. All records as required by 24 CFR Part 92.508.

2. Retention

The Grantee shall retain all records, as specified in 24 CFR 92.505, pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records regarding project requirements (24 CFR 92 subpart F) and 24 CFR 92 subpart H requirements that apply for the duration of the period of affordability (24 CFR 92.350, 92.351, and 92.358), as well as the written agreement and inspection and monitoring reports must be maintained for five (5) years after the required period of affordability specified in 24 CFR 92.252 or 92.254, as applicable. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits,

negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and demographic information. Such information shall be furnished to the City monitors as the houses are leased and or sold.

4. Disclosure

The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to Services provided under this Agreement, or the Texas Open Records Act, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and affordability requirements of 24 CFR 92.252 or 92.254, as applicable.

6. Close-Outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records.

Affordability and resale/recapture requirements, as applicable continue through the term of those requirements in the individual agreements with home buyers. The Grantee is required to continue monitoring those requirements until they expire.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a

violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.
Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

8. The Parties hereby agree and acknowledge that to the extent that any Program Income is generated as a result of this Agreement, it will be reinvested into affordable housing activities.

C. Reporting and Payment Procedures

1. Payment Procedures

The City will pay to the Grantee funds available under this Agreement, based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

2. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the **10th of the following month** after program activity starts. Grantee shall continue to submit the reports monthly no later than the 10th of each month, the final financial report and request for reimbursement must be in by September 30th of 2023 and 2024. The performance report will remain due by the 10th of the following month thereafter. Reporting will continue from the start of program activity until funding is completed and the property is no longer in affordability period.

Along with the performance report Grantee shall submit **narrative information** on progress of the funded activities to the City in the form, content, and frequency as required by the City.

Grantee will continue tracking and submitting reports to the City on project proceeds and its use into acquiring and rehabilitating additional homes for the Lease Purchase Program for eligible low income buyers even after this Agreement expires.

D. Procurement

1. Compliance

If applicable, the Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (equipment, etc.) shall revert to the City upon termination of this Agreement.

2. CFR Standards

The Grantee shall procure all materials, property, or Services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards covering utilization and disposal of property.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with applicable requirements of 24 CFR Part 84. and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any unexpended CHLI funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. To the extent required by applicable HOME statute, rules, and regulations, real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CHLI National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CHLI-assisted real property in a manner that meets a CHLI National Objective for the prescribed period of time, the Subrecipient shall, upon written request of Grantee, pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CHLI funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to

the Grantee for the CHLI program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CHRB funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable, the Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353; (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. If applicable, the Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-Program assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 92.350. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as

herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally-assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The City shall provide Affirmative Action guidelines to the Grantee to assist in the formulation of such program. If requested by the City, the Grantee shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of funds.

2. Women-and Minority-Owned Businesses

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying. political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve(12) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the

applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME Program-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and

award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME Program-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a risk analysis basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization
The Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 92.257.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355, and 24 CFR Part 35 as applicable.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The Grantee warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

FOR: CITY OF LUBBOCK HOUSING INTIVIATIVES (CLHI)

MICHAEL CHAPMAN, SECRETARY

FED. I.D. # 75-2507379

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 16680, with Tommy Klein Construction, Inc., for the Roadway Sign Replacement at the Lubbock Preston Smith International Airport.

Item Summary

The contract is for the roadway signage replacement at Lubbock Preston Smith International Airport. The project consists of replacement of signage along the roadway approaching the airport terminal and within the parking areas. In response to ITB 22-16680-TF, a sole bid was received and opened on August 18, 2022, from the following company.

Company	Amount
Tommy Klein Construction, Inc., Lubbock, Texas	$847,000

Airport Staff and the Airport Advisory Board recommend award of Contract 16680 for $847,000, for roadway signage at Lubbock Preston Smith International Airport, to Tommy Klein Construction, Inc. of Lubbock, Texas.

Time for completion is 300 consecutive calendar days and $25 per day for liquidated damages.

Fiscal Impact

Contract 16680 for $847,000, with Tommy Klein Construction, Inc., will be funded from Capital Project 253.92579.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Director of Aviation
Airport Advisory Board

Attachments

Resolution (c) - Roadway Signage
Contract Tommy Klein Construction, Inc.
Capital Project 92579
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lump Sum Price Bid Contract per ITB 22-16680, by and between the City of Lubbock and Tommy Klein Construction, Inc. for Roadway Sign Replacement at the Lubbock Preston Smith International Airport, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

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.ITB 22-16680 LPSIA Sign Replacement
August 19, 2022

BID SUBMITTAL FORM
LUMP SUM PRICE BID CONTRACT

DATE: 08/11/2022

PROJECT NUMBER: **ITB 22-16680-TF LBB Roadway/Gateway Sign Replacement**

Bid of Tommy Klein Construction, 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 **300 consecutive calendar days** with **final completion** of the project within **330 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 **$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25** 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
LPSIA
ITB 22-16680-TF
LBB Roadway/Gateway Sign Replacement

Tommy Klein Construction, Inc. of Lubbock, TX

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Base Bid					
#1-1	Base Bid Item 1: Roadway Sign Replacement	1	LS	$ 847,000.00	847,000.00

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: 08/11/2022

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

Tommy Klein Construction, Inc.
Company

7312 Upland Avenue
Address

Lubbock, Lubbock
City, County

Texas, 79424
State Zip Code

Telephone: 806 - 438-3811

Fax: 806 - 797-2959

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7-21-2022
Addenda No. 2 Date 8-10-2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

752798173

EMAIL: kklein@tkleinconst.com

M/WBE Firm:

X	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
September 13, 2022

Capital Project Number:	92579
Capital Project Name:	Airport Property Improvements

	Budget
Encumbered/Expended	
*RS&H Contract 15200	$190,000
CARES Reimbursement Received	(96,582)
CARES Reimbursement Pending	(69,370)
*Lydick Hooks Roofing Co-Contract 14653	116,113
Lydick Hooks Roofing Co-Contract 170316	170,316
CARES Reimbursement Received	(170,316)
Agenda Item July 12, 2022	
Lydick Hooks Roofing Co-Contract 16678	319,295
Tommy Klein Constructrion Inc- Contract 16680	847,000
Encumbered/Expended To Date	1,306,456
Estimated Costs for Remaining Appropriation	
Contingency	193,544
Remaining Appropriation	193,544
Total Appropriation	$1,500,000

*RS&H contract 15200, Amendment #8 ($24,048) is not eligible for relief funding
*Lydick Hooks Roofing Co-Contract 14653 was expended pre-pandemic, not eligible for relief funding

Purchasing and Contract Management

Project Summary

ITB 22-16680-TF
LBB Roadway/Gateway Sign Replacement

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 August 18, 2022.
7 individuals attended the pre-bid meeting.
49 vendors viewed using Bonfire.com.
49 vendors downloaded the documents.
21 vendors were notified separately.
1 vendor submitted a bid.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 16678, with Lydick-Hooks Roofing Company, for Hangar Roof Maintenance at Lubbock Preston Smith International Airport.

Item Summary

As a result of an evaluation of various airport-owned buildings, a number of facilities have been identified for roof maintenance or roof replacement. The contract is for hangar roof maintenance for Hangar 20, AeroCare Hangar, and Berry T-Hangars at Lubbock Preston Smith International Airport. In response to ITB 22-16678-TF, bids were received and opened on August 11, 2022, from the following companies.

LBB Hangar Maintenance				
		Lydick-Hooks	Brazos Urethane	Universal Coatings
Item 1-1	Hangar 20	$159,513	$214,331	$279,950
Item 2-1	AeroCare Hangar	$109,244	$151,709	$199,900
Item 3-1	Berry T-Hangars	$50,538	$85,105	$116,800
	Subtotal	$319,295	$451,145	$596,650
Alternate 2-1	Furnish/install additional fasteners	$0.77	$0.75	$10.00
*Alternate 3-1	Silicone-based coating Hangar 20	$171,883	$189,137	$313,000
*Alternate 4-1	Silicone-based coating AeroCare Hangar	$118,971	$139,290	$224,000
*Alternate 5-1	Silicone-based coating Berry T-Hangars	$53,503	$76,355	$136,000
	Subtotal	$344,357	$404,782	$673,000
	Not to exceed total	$349,357	$456,145	$678,000
	*Includes estimated $5,000 for Alternate 2-1.			

* If adhesion testing indicates the existing hangar(s) has a silicone-based coating, then furnish and install a new complete silicone-based coating, according to Specification Section 07 56 01 in lieu of the acrylic coating specified in Specification 07 56 00.

Options 2-1, 3-1, 4-1, and 5-1 could be selected based on the conditions encountered on each roof. The hangar roof maintenance will take 250 calendar days for completion and $25.00 per day for liquidated damages.

Airport staff and Airport Advisory Board recommend contract award to the lowest bidder, Lydick-Hooks Roofing Co. of Lubbock, Texas, for $319,295, not to exceed $349,357 if options 2-1, 3-1, 4-1, and 5-1 are required to complete the project.

Fiscal Impact

Contract 16678 with Lydick-Hooks Roofing Company, for a not-to-exceed total of $349,357, will be funded from Capital Project 253.92579.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Director of Aviation
Airport Advisory Board

Attachments

Resolution - Lydick-Hooks Roofing Co.

Contract 16678 (c) - Lydick Hooks Roofing Co. of Lubbock Inc

Spreadsheet Capital Project 92579

Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lump Sum Price Bid Contract per ITB 22-16678, by and between the City of Lubbock and Lydick-Hooks Roofing Co. of Lubbock, Inc. for Hangar Roof Maintenance at the Lubbock Preston Smith International Airport, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

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.ITB #22-16678 LPSIA-Hangar Roof Maintenance
August 19, 2022

BID SUBMITTAL FORM
LUMP SUM PRICE BID CONTRACT

DATE: August 11, 2022

PROJECT NUMBER: **ITB 22-16678-TF LBB Hangar Roof Maintenance**

Bid of Lydick-Hooks Roofing Co. of Lubbock, 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 **90 consecutive calendar days** with **final completion** of the project within **15 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 **$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25** 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
LPSIA
ITB 22-16678-TF
LBB Hangar Roof Maintenance

Lydick-Hooks Roofing Co. of Lubbock, Inc. of Lubbock, TX

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Base Bid					
#1-1	Hangar 20 Roof Coating.	1	LS	$ 159,513.00	159,513.00
#1-2	AeroCare Hangar Roof Coating.	1	LS	109,244.00	109,244.00
#1-3	Berry T-Hangars (North Set).	1	LS	50,538.00	50,538.00
Unit Prices					
#2-1	If the required quantity of replacement fasteners exceeds the allowance specified in Section 011000, Paragraphs 1.3.B.2.d and 1.3.C.2.d, furnish and install additional fasteners after advising the Owner of additional costs based on the following unit price per fastener.	1	EA	0.77	0.77
Alternate 1					
#3-1	If adhesion testing indicates that the existing Hangar 20 roof has a silicone-based coating, then furnish and install a new complete silicone-based coating according to Specification Section 07 56 01 in lieu of the acrylic coating specified in Specification Section 07 56 00.	1	LS	171,883.00	171,883.00
Alternate 2					
#4-1	If adhesion testing indicates that the exiting AeroCare Hangar roof has a silicone based coating, then furnish and install a new complete silicone-based coating according to Specification Section 07 56 01 in lieu of the acrylic coating specified in Specification Section 07 56 00.	1	LS	118,971.00	118,971.00
Alternate 3					
#5-1	If adhesion testing indicates that the exiting Berry T-Hangars roof has a silicone-based coating, then furnish and install a new complete silicone-based coating according to Specification Section 07 56 01 in lieu of the acrylic coating specified in Specification Section 07 56 00.	1	LS	53,503.00	53,503.00

Enclosed with this bid is a ~~Cashier's Check or Certified Check for~~ ---------- Dollars ($----------) or a Bid Bond in the sum of Fifteen thousand nine hundred sixty-five **Dollars ($** 15,965.00 **), 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.

(Seal if Bidder is a Corporation)

ATTEST: Randy Hooks

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

Date: 8/11/22

Reed Hooks

Authorized Signature

Reed Hooks

(Printed or Typed Name)

Lydick-Hooks Roofing Co. of Lubbock, Inc.

Company

PO Box 2605

Address

Lubbock, Lubbock

City, County

TX, 79408

State Zip Code

Telephone: 806 - 765-5577

Fax: 806 - 765-5581

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0405113

EMAIL: lydick-hooks@sbcglobal.net

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
September 13, 2022

Capital Project Number:	92579
Capital Project Name:	Airport Property Improvements

	Budget
Encumbered/Expended	
*RS&H Contract 15200	$190,000
CARES Reimbursement Received	(96,582)
CARES Reimbursement Pending	(69,370)
*Lydick Hooks Roofing Co-Contract 14653	116,113
Lydick Hooks Roofing Co-Contract 170316	170,316
CARES Reimbursement Received	(170,316)
Agenda Item July 12, 2022	
Lydick Hooks Roofing Co-Contract 16678	319,295
Tommy Klein Constructrion Inc- Contract 16680	847,000
Encumbered/Expended To Date	1,306,456
Estimated Costs for Remaining Appropriation	
Contingency	193,544
Remaining Appropriation	193,544
Total Appropriation	$1,500,000

*RS&H contract 15200, Amendment #8 ($24,048) is not eligible for relief funding
*Lydick Hooks Roofing Co-Contract 14653 was expended pre-pandemic, not eligible for relief funding

Purchasing and Contract Management

Project Summary

ITB 22-16678-TF
LBB Hangar Roof Maintenance

Notice was published in the Lubbock Avalanche Journal on July 24 & July 31, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from July 24 to August 11, 2022.
5 individuals attended the pre-bid meeting.
31 vendors viewed using Bonfire.com.
31 vendors downloaded the documents.
10 vendors were notified separately.
3 vendors submitted bids.

Information

Agenda Item

Resolutions - Public Transit Services: Consider two resolutions authorizing the Mayor to execute Contract 16534 with Precision Body Works and Contract 16720 with Bruckner Truck & Equipment, for body work and accident damage repair on Citibus vehicles.

Item Summary

Citibus intends to enter into contracts to furnish paint and body repairs for the Citibus fleet to include, but will not be limited to the following: Accident Repairs, Vehicle Paint Services, and Common Body Repairs on light and medium duty vehicles up to 1 ton and heavy duty vehicles over 1 ton.

The City of Lubbock issued a request for proposal (RFP 22-16534-KM), for body work and accident damage repair on Citibus vehicles. Two vendors submitted proposals.

Proposals were received and opened on May 12, 2022, from Precision Body Works and Bruckner Truck & Equipment. Proposals were evaluated based on qualifications and experience, cost, references, and quality of material and workmanship. The Evaluation Committee ranked the proposals as follows.

Contractor	Total Points
Precision Body Works	88.67
Bruckner Truck & Equipment	81.67

Precision Body Works submitted a proposal for repairs on light and medium-duty vehicles up to 1 ton, and they did not submit a proposal for repairs to heavy-duty vehicles over 1 ton. Therefore, Citibus staff recommends that Precision Body Works be awarded a contract for light and medium-duty repair work.

Bruckner Truck and Equipment submitted a proposal for all repair work listed in the RFP, light duty, medium duty, and heavy duty. Citibus staff recommends that Bruckner Truck and Equipment be awarded a contract for all three categories listed in the RFP.

Actual expenditure will depend on the number of vehicles that need to repaired and the extent of the repairs. The contract will be for 1 year, with the option of 2 one-year options.

Fiscal Impact

Cost associated with this contract is already included in the FY 2022 Citibus Budget. Actual expenditure will depend on the number of vehicles that need to be repaired and the extent of the repairs. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Precision Body Work/Citibus
Contract 16534 - Precision Body Works/Citibus
Resolution - Bruckners/Citibus
Contract 16720 - Bruckners/Citibus
Project Summary - Body work 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, Contract No. 16534, as per RFP 22-16534-KM, for body work and accident damage repair for Citibus vehicles, by and between the City of Lubbock and Precision Body Works, 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:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16534-Precision Body Works, Inc.
8.11.22

Contract 16534

City of Lubbock
Body Work and Accident Damage Repair for Citibus Vehicles

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2022** ("Effective Date") by and between **Precision Body Works, Inc.** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 22-16534-KM, Body Work and Accident Damage Repair for Citibus Vehicles 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 Body Work and Accident Damage Repair for Citibus Vehicles, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
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 one year, with the option of two, one-year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

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:

Chris Mandrell, General Manager of Citibus

APPROVED AS TO FORM

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: Rojean O Brewer

Authorized Representative

Rojean S. Brewer

Print Name

1302 90th

Address

Lubbock TX 79423

City, State, Zip Code

City of Lubbock
RFP 22-16534-KM
Body Work and Accident Damage Repair
for Citibus Vehicles

GENERAL REQUIREMENTS

1. SCOPE OF WORK

Citibus intends to enter into a contract with **one or more qualified contractors** to furnish paint and body repairs for Citibus Transit Units to include, but will not be limited to the following: Accident Repairs, Vehicle Paint Services, Common Body Repairs on Transit Buses, and Common Body Repairs on Body on Chassis Vehicles. Citibus intends to enter into contracts with multiple qualified body shops in order to ensure timely completion of repairs.

2. REQUIREMENTS

2.1. The proposer must have a complete body shop meeting the following minimum requirements:

2.1.1. Paint Booth

2.1.2. Frame and straightening machines with qualified operator (on-site or under contract).

2.1.3. The contractor awarded the contract must also have the capability to do body and paint work indoors during inclement weather. The indoor area must be large enough to handle Citibus Units.

2.2. The work proposed in this contract shall be performed at the successful proposer's (hereinafter referred to as "Contractor") place of business.

2.3. The successful Contractor agrees to assume full liability and responsibility for all units and contents (including radios and other standard or installed equipment), placed in its custody by Citibus under this contract.

2.4. **The body shop MUST be able to transport the vehicles to and from the body shop location and the Citibus facility. Citibus will not transport vehicles to and from the contractor's body shop location.**

2.5. This contract shall cover the following types of vehicles:

2.5.1. Citibus Transit Bus Units

2.5.2. Body on Chassis Vehicles

2.6. **Contractor must be able to start work on the vehicle within 14 days, if not Citibus will move to the next awarded contractor.**

2.7. **Contractor agrees that work assigned under this contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from Citibus.**

3. FEDERAL AND STATE SAFETY REGULATIONS

3.1. 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.

3.2. All Environmental Protection Agency (EPA) rules and regulations must be fooled by the Contractor.

4. COST ESTIMATES

4.1. Individual cost estimates for each unit or piece of equipment will be provided by the contractor before any actual work will commence. These estimates will include time of completion, hours of labor, and an itemized listing of replacement repair parts. Estimates shall be priced per item with replacement repair parts showing crash guide list or applicable industry standards.

4.2. All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of delivery of the vehicle. No repairs shall be initiated until Citibus Representative reviews the estimate and gives the contractor notice to proceed with the work.

4.3. In no instance shall any repairs costing more than the approved estimate be performed without first notifying the Citibus or designated representative and providing a supplemental estimate indicating additional parts and labor charges. THE CITY SHALL RESERVE THE RIGHT TO VERIFY, THROUGH INDEPENDENT APPRAISAL, IF THE REPAIRS ARE REQUIRED.

4.4. All labor will be estimated and invoiced at the hourly rate set forth on the Proposal Submittal Form. All replacement repair parts will be invoiced at vendor list price less percentage as listed in Bid Form of this ITB. Price is based on an hourly labor rate, cost per hour.

5. BODYWORK AND PAINTING REQUIREMENTS

5.1. Contractor must be able to perform complete body repairs as well as paint transit units.

5.2. There will be no penalty for Citibus to supply parts if this will lower costs.

5.3. There is a maximum mark-up of 15% for parts to be used.

5.4. DuPont Paint or approved equal is to be utilized.

6. PROTECTION OF VEHICLES

6.1. It shall be the responsibility of the contractor to fully protect, at all times, city property entrusted to their care. The contractor shall reimburse the city for any and all damages to city property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the contractor's employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the contractor. The contractor further agrees to pay to the city any outstanding claims within 30 days after notification from Citibus Department.

6.2. Contractor must maintain insurance coverage as required by Citibus and the City of Lubbock.

7. COMPLETION AND DELIVERY TIME

7.1. Contractor will discuss a due date with Citibus staff for each repair to be documented and noted by each party. If more time is required, prior approval must been obtained from the Citibus. If the due date is not met by the Contractor, a $300 per day non useable vehicle charge will be assessed and subtracted from the final repair invoice.

8. WORKMANSHIP WARRANTY

8.1. The contractor agrees the service furnished to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance. Replacements and body repairs under this warranty are to be made by the contractor at no cost and to the satisfaction of the city.

9. CONTRACT TERM

9.1. The contract shall be for a term of one year with the option of two, one year extensions, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

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 Citibus to be in violation of the FTA terms and conditions.

10. EVALUATION CRITERIA

10.1. The following criteria will be used to evaluate and rank submittals:

10.1.1. **Qualifications, Experience – 30 Points**
10.1.2. **Quality of Materials and Workmanship – 20 Points**
10.1.3. **Cost – 25 Points**
10.1.4. **References – 25 Points**

City of Lubbock
RFP 22-16534-KM
Body Work and Accident Damage Repair for Citibus
Precision Body Works, Inc.
BAFO

Vehicle Auto Body & Collision Repair Price Sheet

PRICE SHEET INSTRUCTIONS - Enter the unit price in the column indicated in the BLUE fields. Please use this spread sheet within the Excel program so that the Extended Cost can automatically be calculated. Pricing quoted on this price sheet must remain firm for the term of the contract. Any exception taken per the specifications' or price sheet may be deemed non-responsive, if not approved by way of addendum. The proposal will be awarded by group, the City reserves the right to award what is most advantageous to the City to the vendor(s) meeting specifications. It is the proposer's responsibility to verify all calculations. The **Percentage Discount (example: -10, -15, -20, etc..)** & Unit Price listed must remain firm for the term of the contract. Awards

BODY SHOP REPAIRS FOR LIGHT & MEDIUM DUTY (CARS, TRUCKS AND TRANSIT VEHICLES UP TO 1 TON)

Item#	Description	Rates	Annual Estimated Usage	Unit	Estimated Amount	Enter Mark-Up Part Percentage Discount	Extended Cost
1	Body Labor Rate	$65.00	500	Hours	$ 32,500.00		$ 32,500.00
2	Paint Labor Rate	$65.00	500	Hours	$ 32,500.00		$ 32,500.00
3	Paint Materials / Supplies Rate	$50.00	500	Hours	$ 25,000.00	0%	$ 25,000.00
4	Mechanical Repair Rate	$120.00	500	Hours	$ 60,000.00		$ 60,000.00
5	Frame / Uni-body Labor Rate	$65.00	500	Hours	$ 32,500.00		$ 32,500.00
6	Parts						
Item#	**Description**		**Annual Estimated Usage**	**Unit**		**Unit Price for Towing**	**Extended Cost**
7	Towing to & from City Location (Two-way Trip)		100	Each			$ -
						LIGHT DUTY TOTAL	**$ 182,500.00**

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.

Automobile Liability Requirements: $1M/occurrence is needed

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
Garage Liability Requirements: No less than $2,000,000 combined single limit.
Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location.

- 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.

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. 16720, as per RFP 22-16534-KM, for body work and accident damage repair for Citibus vehicles, by and between the City of Lubbock and Bruckner Truck and Equipment 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:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16720-Bruckner Truck and Equipment
8.1.22

Contract 16720

City of Lubbock
Body Work and Accident Damage Repair for Citibus Vehicles

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2022** ("Effective Date") by and between **Bruckner Truck and Equipment** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 22-16534-KM, Body Work and Accident Damage Repair for Citibus Vehicles 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 Body Work and Accident Damage Repair for Citibus Vehicles, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
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 one year, with the option of two, one-year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

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:

Chris Mandrell, General Manager of Citibus

APPROVED AS TO FORM

Ryan Brooke, Assistant City Accountant

CONTRACTOR

BY: _____
Authorized Representative

Wesley Barton
Print Name

1125 E. Slaton Highway
Address

Lubbock, Tx 79452
City, State, Zip Code

City of Lubbock
RFP 22-16534-KM
Body Work and Accident Damage Repair
for Citibus Vehicles

GENERAL REQUIREMENTS

1. SCOPE OF WORK

Citibus intends to enter into a contract with **one or more qualified contractors** to furnish paint and body repairs for Citibus Transit Units to include, but will not be limited to the following: Accident Repairs, Vehicle Paint Services, Common Body Repairs on Transit Buses, and Common Body Repairs on Body on Chassis Vehicles. Citibus intends to enter into contracts with multiple qualified body shops in order to ensure timely completion of repairs.

2. REQUIREMENTS

2.1. The proposer must have a complete body shop meeting the following minimum requirements:

2.1.1. Paint Booth

2.1.2. Frame and straightening machines with qualified operator (on-site or under contract).

2.1.3. The contractor awarded the contract must also have the capability to do body and paint work indoors during inclement weather. The indoor area must be large enough to handle Citibus Units.

2.2. The work proposed in this contract shall be performed at the successful proposer's (hereinafter referred to as "Contractor") place of business.

2.3. The successful Contractor agrees to assume full liability and responsibility for all units and contents (including radios and other standard or installed equipment), placed in its custody by Citibus under this contract.

2.4. **The body shop MUST be able to transport the vehicles to and from the body shop location and the Citibus facility. Citibus will not transport vehicles to and from the contractor's body shop location.**

2.5. This contract shall cover the following types of vehicles:

2.5.1. Citibus Transit Bus Units

2.5.2. Body on Chassis Vehicles

2.6. **Contractor must be able to start work on the vehicle within 14 days, if not Citibus will move to the next awarded contractor.**

2.7. **Contractor agrees that work assigned under this contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from Citibus.**

3. FEDERAL AND STATE SAFETY REGULATIONS

3.1. 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.

3.2. All Environmental Protection Agency (EPA) rules and regulations must be fooled by the Contractor.

4. COST ESTIMATES

4.1. Individual cost estimates for each unit or piece of equipment will be provided by the contractor before any actual work will commence. These estimates will include time of completion, hours of labor, and an itemized listing of replacement repair parts. Estimates shall be priced per item with replacement repair parts showing crash guide list or applicable industry standards.

4.2. All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of delivery of the vehicle. No repairs shall be initiated until Citibus Representative reviews the estimate and gives the contractor notice to proceed with the work.

4.3. In no instance shall any repairs costing more than the approved estimate be performed without first notifying the Citibus or designated representative and providing a supplemental estimate indicating additional parts and labor charges. THE CITY SHALL RESERVE THE RIGHT TO VERIFY, THROUGH INDEPENDENT APPRAISAL, IF THE REPAIRS ARE REQUIRED.

4.4. All labor will be estimated and invoiced at the hourly rate set forth on the Proposal Submittal Form. All replacement repair parts will be invoiced at vendor list price less percentage as listed in Bid Form of this ITB. Price is based on an hourly labor rate, cost per hour.

5. BODYWORK AND PAINTING REQUIREMENTS

5.1. Contractor must be able to perform complete body repairs as well as paint transit units.

5.2. There will be no penalty for Citibus to supply parts if this will lower costs.

5.3. There is a maximum mark-up of 15% for parts to be used.

5.4. DuPont Paint or approved equal is to be utilized.

6. PROTECTION OF VEHICLES

6.1. It shall be the responsibility of the contractor to fully protect, at all times, city property entrusted to their care. The contractor shall reimburse the city for any and all damages to city property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the contractor's employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the contractor. The contractor further agrees to pay to the city any outstanding claims within 30 days after notification from Citibus Department.

6.2. Contractor must maintain insurance coverage as required by Citibus and the City of Lubbock.

7. COMPLETION AND DELIVERY TIME

7.1. Contractor will discuss a due date with Citibus staff for each repair to be documented and noted by each party. If more time is required, prior approval must been obtained from the Citibus. If the due date is not met by the Contractor, a $300 per day non useable vehicle charge will be assessed and subtracted from the final repair invoice.

8. WORKMANSHIP WARRANTY

8.1. The contractor agrees the service furnished to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance. Replacements and body repairs under this warranty are to be made by the contractor at no cost and to the satisfaction of the city.

9. CONTRACT TERM

9.1. The contract shall be for a term of one year with the option of two, one year extensions, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

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 Citibus to be in violation of the FTA terms and conditions.

10. EVALUATION CRITERIA

10.1. The following criteria will be used to evaluate and rank submittals:

10.1.1. **Qualifications, Experience – 30 Points**
10.1.2. **Quality of Materials and Workmanship – 20 Points**
10.1.3. **Cost – 25 Points**
10.1.4. **References – 25 Points**

City of Lubbock
RFP 22-16534-KM
Body Work and Accident Damage Repair for Citibus
Bruckner Trucks and Equipment
BAFO

Vehicle Auto Body & Collision Repair Price Sheet

PRICE SHEET INSTRUCTIONS - Enter the unit price in the column indicated in the BLUE fields. Please use this spread sheet within the Excel program so that the Extended Cost can automatically be calculated. Pricing quoted on this price sheet must remain firm for the term of the contract. Any exception taken per the specifications' or price sheet may be deemed non-responsive, if not approved by way of addendum. The proposal will be awarded by group, the City reserves the right to award what is most advantageous to the City to the vendor(s) meeting specifications. It is the proposer's responsibility to verify all calculations. The **Percentage Discount (example: -10, -15, -20, etc..)** & Unit Price listed must remain firm for the term of the contract. Awards will be based on proposal rankings.

BODY SHOP REPAIRS FOR HEAVY DUTY (TRUCKS/EQUIPMENT AND TRANSIT VEHICLES OVER 1 TON)

Item#	Description	Rates	Annual Estimated Usage	Unit	Estimated Amount	Enter Mark-Up Part Percentage Discount	Extended Cost
1	Body Labor Rate	$115.00	500	Hours	$ 57,500.00	-15%	$ 57,500.00
2	Paint Labor Rate	$115.00	500	Hours	$ 57,500.00		$ 57,500.00
3	Paint Materials / Supplies Rate	$115.00	500	Hours	$ 57,500.00		$ 57,500.00
4	Mechanical Repair Rate	$125.00	500	Hours	$ 65,200.00		$ 62,500.00
5	Frame / Uni-body Labor Rate	$115.00	500	Hours	$ 57,500.00		$ 57,500.00
6	Parts						
Item#	**Description**		**Annual Estimated Usage**	**Unit**		**Unit Price for Towing**	**Extended Cost**
7	Towing to & from City Location (Two-way Trip)		100	Each		$450.00	$ 45,000.00
						HEAVY DUTY TOTAL	**$ 337,500.00**

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.

Automobile Liability Requirements: $1M/occurrence is needed

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
Garage Liability Requirements: No less than $2,000,000 combined single limit.
Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location.

- 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.

Purchasing and Contract Management
Project Summary

RFP 22-16534-KM Body Work and Accident Damage Repair for Citibus Vehicles

Notice was published in the Lubbock Avalanche Journal on April 20, 2022 and April 27, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from April 20, 2022 to May 12, 2022
7 vendors took documents from Bonfire-hub.com
15 vendors were notified separately.
2 vendors submitted a bids.

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Consultant Contract between the Lubbock Metropolitan Planning Organization (LMPO) and the City of Lubbock, for transit services to the LMPO's Unified Planning Work Program.

Item Summary

The Consultant Contract for Transit Services is between the Lubbock Metropolitan Planning Organization (MPO) and the City of Lubbock/Citibus. The contract for $60,700, is for services to be provided by Citibus for the MPO. Citibus will produce reports based on the collection of new data or update existing reports to satisfy “maintenance of eligibility” standards, as required by federal agencies. Named reports include but are not limited to:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- DBE program preparation and reports
- Safety and Security Plan update

The contract, if approved, would be effective from October 1, 2022, through September 30, 2024.

Fiscal Impact

The contract amount of $60,700 has already been included in the FY 2023 Citibus Budget. Acceptance of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - MPO/Citibus Contract

MPO/Citibus Consultant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Contract for Transit Services between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide transit services related to the LMPO's Unified Planning Work Program for fiscal years 2022-2023 and 2023-2024. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES MPO-Consultant Contract for Transit Services-FY-2022-2024
8.16.22

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT FOR TRANSIT SERVICES

This Consultant Contract for Transit Services (the "Contract") is made, entered, and executed by and between the Lubbock Metropolitan Planning Organization, the designated Metropolitan Planning Organization of the Lubbock urbanized area (the "MPO"), and the City of Lubbock, a Texas municipal corporation (the "Consultant"), (each a "Party," and collectively, the "Parties"), acting by and through their duly authorized officers or representatives.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtasks 3.2, 3.3, and 3.4 of the 2023 – 202 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements of the Parties hereto, the MPO and the Consultant do mutually agree as follows:

A G R E E M E N T

Article 1. Term

This Contract becomes effective when fully executed by the Parties, or on October 1, 2022, whichever occurs later, and shall terminate upon the MPO's final approval of the work completed by the Consultant, or on September 30, 2024, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided (the "Term").

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the tasks described in Exhibit A, Scope of Services, and in accordance with all terms and conditions of this Contract (the "Services"). The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this Contract shall not exceed the amount of Sixty Thousand Seven Hundred Dollars ($60,700.00) PER YEAR. The MPO may make partial proportionate

payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in this Article. To be eligible for reimbursement, a cost must be incurred within the Term and be authorized or not prohibited in Exhibit A. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the Parties.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the fifteenth (15^{th}) day of each month a detailed description of the task completed including at a minimum:

(1) The number of man-hours used to perform the task;

(2) Cost per man-hours;

(3) Any other cost associated with producing the task;

(4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;

(5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and

(6) Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The Parties agree that funds from which payments under this Contract shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide the Consultant with seven (7) days notice thereof, and the Consultant shall immediately discontinue all activities in progress pursuant to this Contract.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this Contract can be made only by written amendment executed by the Parties prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of Services and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the

compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the Term.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 8. Disputes

The Parties shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 9. Noncollusion

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. The Consultant shall also certify that it has not lobbied any federal officer or employee for awarding this contract pursuant to the certification as Appendix B.

Article 10. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

(1) A comparison of actual accomplishments to the goals established for the period;

(2) Reasons why established goals were not met, if appropriate; and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within ninety (90) days after completion of the Contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 11. Records

The Consultant agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the Term and for three (3) years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 12. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of twenty-five thousand dollars ($25,000) shall contain all required provisions of this Contract.

Article 13. Termination

Either Party to this Agreement may terminate this Contract in part or in whole at any time before the date of completion whenever it is determined that the other Party has failed to comply with the conditions of the Contract. The terminating Party shall give written notice to the other Party at least seven (7) days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If the Parties agree that the continuation of the Contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the Parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this Contract, whether for cause or at the convenience of the Parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the Term which are directly attributable to the completed portion of the Services, provided that the completed portion of the Services has been in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 14. Remedies

Violation or breach of this Contract by either Party shall be grounds for termination of the Contract. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 15. Compliance With Laws
The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 16. Successors and Assigns
The MPO and the Consultant each binds itself, its successors, executors, assigns, and administrators to the other Party to this Contract and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Contract. The Parties shall not assign, sublet, or transfer any interest in this Contract without the written consent of both Parties.

Article 17. Ownership of Documents
Upon completion or termination of this Contract, all documents prepared by the Consultant or furnished to the Consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 18. Signatory Warranty
The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which the signatory has executed this Contract and that the signatory has full and complete authority to enter into this Contract.

Article 19. Consultant Resources
The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of the Services. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the Services. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 20. Equal Employment Opportunity
The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 21. Nondiscrimination
During the performance of this contract, the Consultant, its assigns and successors in interest, agree as follows:

(1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

(2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the State Department of Highways and Public Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

A. withholding of payments to the Consultant under the Contract until the Consultant complies, or

B. cancellation, termination, or suspension of the Contract in whole or in part.

(6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this Contract as follows:

(1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and

(2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of Contract and, after the notification of the MPO, may result in termination of the Contract by the MPO or other such remedy as the MPO deems appropriate.

Article 23. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 24. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 25. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 26. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that it will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 in this Contract. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 in this Contract.

Article 27. Independent Contractor

It is understood and agreed that the Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and the Consultant hereby warrants to the MPO that the Services shall be so performed. Further, the Consultant is and shall be considered at all times an independent contractor under this Contract. During the performance of the Services, the Consultant and the Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 28. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), the Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this Contract:

> ***"The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."***

Article 29. Miscellaneous

Any notice required by this Contract shall be deemed to be properly served, if:

(1) provided in person or by telephonic facsimile; or

(2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

For MPO:	***For Consultant:***
H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 445 Lubbock, Texas 79401 Facsimile: (806) 775-1675	City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983
w/ copy to: Matthew L. Wade Underwood Law Firm P.O. Box 16197 Lubbock, Texas 79490 Facsimile: (806) 793-1723	**w/ copy to:** Chris Mandrell 801 Texas Ave. P.O. Box 2000 Lubbock, TX 79457 Facsimile: (806) 712-2012

Article 30. VENUE

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS CONTRACT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 31. Entire Agreement

This Contract represents the entire and sole agreement between the MPO and the Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations, or other agreements, whether written or oral. This Contract may not be modified or amended except in writing and duly executed by the Parties.

Article 32. No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal-agent relationship between the Consultant and the MPO.

Article 33. Savings Provision
If any provision of this Contract is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the Parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Contract, and this Contract shall continue in force and effect as if such provision had not been included in this Contract.

Article 34. No Third Party Beneficiaries
Nothing in this Contract shall be construed to provide any rights or benefits whatsoever to any party other than the MPO and the Consultant.

Article 35. Authority
The Consultant represents and warrants to the MPO that it has taken all actions necessary to authorize the signatory executing this Contract to bind, in all respects, the Consultant to all terms and provisions of this Contract and that such person possesses authority to execute this Contract and bind the Consultant hereto.

Article 36. Non-Arbitration
The Consultant 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 Consultant 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. If any conflict exists between this provision and another provision in or related to this Contract, the former shall control.

Article 37. International Warranties
The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Neither Party boycotts Israel; and, that (2) Neither Party will boycott Israel during the term of the Agreement. Additionally, the Parties recognize that Texas Senate Bill 252 prohibits the City of Lubbock from entering into a contract with a vendor that is identified by the Texas Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan, or a foreign terrorist organization.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereby execute this Contract by their duly authorized representatives on this _____ day of _____, 2022.

FOR MPO:

Curtis Parrish, Chair
Transportation Policy Committee

FOR CONSULTANT:

Tray Payne
Mayor, City of Lubbock

ATTEST:

Tammy Walker, MPO Secretary

ATTEST:

Becky Garza, City Secretary

AS TO CONTENT:

H. David Jones,
Transportation Planning Director

AS TO CONTENT:

Bill Howerton,
Deputy City Manager

AS TO FORM:

Ryan Brooke,
Assistant City Attorney

EXHIBIT A: Scope of Services

Transit Services

The following items shall be included in the scope of services to be rendered by the Consultant pursuant to this Contract (the "Project"). It is understood and agreed that unless this Contract is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2024, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of the Project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

1. Technical Study Report (annually);
2. National Transit Database reporting and related data collection and analysis (monthly/annually);
3. Grant application preparation (as required);
4. Federal Financial Status reports (monthly);
5. Federal Milestone Status Reports (quarterly);
6. DBE program preparation and reports (annually); and
7. Safety and Security Plan update (annually).

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

> Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. The Project would be completed with available staff resources.

At the conclusion of this Scope of Services, the Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2024 unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

The Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

The Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

The Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones,
Transportation Planning Director

Bill Howerton,
Deputy City Manager

APPENDIX A: DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as the **CONSULTANT,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*Federal, State, or local

_____

Tray Payne, Mayor

_____

Date

APPENDIX B: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Tray Payne, Mayor

_____

Date

Information

Agenda Item

Resolution - Libraries: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and Lubbock County, for county-wide library services.

Item Summary

This resolution creates a new interlocal agreement between The City of Lubbock and Lubbock County to provide county-wide library services, and is pursuant to Chapter 791 of the Texas Government Code. The City will use the funds paid by the County strictly for providing Lubbock County citizens with library services, including but not limited to, personnel, library materials and resources, maintenance and administrative costs.

The agreement will be effective from October 1, 2022, through September 30, 2025 (initial term) and shall be automatically renewed each subsequent October 1st thereafter, upon written request from the City to the County. If the agreement is extended beyond the initial term, the fund allocation section of this agreement, with written agreement and approval of the governing bodies of each party, will provide the City additional consideration for the services provided herein.

Payment to the City will be made by December 31 of the agreement year in the amount of $205,000 for each of the first 3 years of the initial term, or $615,000 total.

Fiscal Impact

Revenue of $205,000.00 for each of three (3) years; a total of $615,000 for the initial term of the agreement.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Interlocal Agreement

RESOLUTION

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

THAT pursuant to the authority and in compliance with the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Agreement for Library Services by and between the City of Lubbock and Lubbock County, regarding providing county-wide library services for all of Lubbock County, and all 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 Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooker, Assistant City Attorney

RES.Interlocal Agreement for Library Services-Lubbock County
8.25.22

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

INTERLOCAL AGREEMENT FOR LIBRARY SERVICES

WHEREAS the Commissioners Court of Lubbock County, Texas, hereinafter referred to as "THE COUNTY", has determined that a need exists for the provision of county-wide library services; and

WHEREAS, the City Council of the City of Lubbock hereinafter referred to as "THE CITY", has agreed to participate with "THE COUNTY" in order to provide library services for the citizens of Lubbock County; and

WHEREAS, this agreement is made pursuant to Chapter 791 of the Texas Government Code;

THIS AGREEMENT is made and entered into by and between THE COUNTY and THE CITY in consideration of the mutual benefits to each party to provide library services as specified below:

PURPOSE: THE CITY shall use the funds provided to it by THE COUNTY strictly for providing Lubbock County citizens with library services, including, but not limited to, personnel, library materials and resources, maintenance and administrative costs.

TERM OF AGREEMENT: This Agreement shall be effective from October 1, 2022 through September 30, 2025 "INITIAL TERM", and shall be automatically renewed each subsequent October 1 thereafter, upon written request of THE CITY to THE COUNTY to continue this agreement. If this Agreement is extended beyond the INITIAL TERM, the Parties shall also amend the FUNDS ALLOCATION section of this Agreement by written agreement, with the approval of the governing bodies of each Party, to provide THE CITY additional consideration for the Services provided herein.

PAYMENTS: Payments to THE CITY shall be made in full not later than December 31 of the Agreement year. Each party paying for the performance of a governmental function or service must make those payments from current revenues available to the paying party.

TERMINATION: THE CITY shall have the right to terminate this Agreement upon thirty (30) days written notice to THE COUNTY. A report of library services for the period from the beginning of the Agreement period through the effective date of the termination shall be submitted to THE COUNTY within 30 days of the effective termination date. Any unspent funds remaining on the

effective termination date shall be immediately refunded to THE COUNTY within 30 days of the effective termination date.

TERMINATION BY THE COUNTY: Although it is the express intention of THE COUNTY that funding of library services be an ongoing program, THE COUNTY, in circumstances dictated by any future budgetary constraints or change in existing circumstances, reserves the right to terminate this Agreement at the end of any COUNTY fiscal year.

FUNDS ALLOCATION: THE COUNTY shall pay a total sum of $205,000.00, annually for each of the first three (3) years of the INITIAL TERM of this Agreement, which shall be paid as set forth above. Fund allocations for subsequent Agreement periods will be provided by THE COUNTY on or before each December 31, subject to receipt by THE COUNTY of the written request by THE CITY to continue this Agreement.

AUTHORIZATION: The Commissioners Court of THE COUNTY has authorized the County Judge to execute all documents in its behalf. The City Council of THE CITY has authorized the mayor to execute all documents in its behalf.

This document constitutes the whole and complete Agreement by and between the parties and may not be modified in any way except upon the prior written consent of the parties hereto.

EXECUTED this _____ day of _____, 2022.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

LUBBOCK COUNTY, TEXAS

_____
CURTIS PARRISH,
COUNTY JUDGE

ATTEST:

_____
Kelly Pinion, County Clerk

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

APPROVED AS TO FORM:

Neal Burt, Civil Chief
Lubbock County Criminal District
Attorney's Office

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2022-23 and FY 2023-24.

Item Summary

This contract is an agreement between the City of Lubbock and LMPO, to provide Geographic Information System (GIS) services to LMPO.

The purpose of the project is to enhance the ongoing update of the City of Lubbock Land Use Data Files, in order to provide more accurate data input to the Texas Department of Transportation (TxDOT) Travel Demand Model, for forecasting future travel volumes within the Transportation Analysis Zones (TAZ). This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ).

The term of the agreement is from October 1, 2022, through September 30, 2024. The maximum revenue received by the City under this contract is not to exceed $53,700 per year.

Fiscal Impact

Revenue to the GIS and Data Services Department for services provided to LMPO, will not exceed $53,700 per year.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Director of Information Technology

Attachments

Resolution _LMPO Contract
LMPO 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 Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide Geographic Information System (GIS) services to the LMPO for fiscal years 2022-2023 and 2023-2024. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2022.

_____
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.MPO-GIS-FY-2022-2024
8.16.22

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT – GIS SERVICES

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

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtask 2.1** of the **2022-2024 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2022**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2024**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three Thousand Seven Hundred and NO/100 Dollars ($53,700.00) PER YEAR**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

(1) The number of man-hours used to perform the task;

(2) Cost per man-hours;

(3) Any other cost associated with producing the task;

(4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;

(5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and

(6) Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

(1) A comparison of actual accomplishments to the goals established for the period;

(2) Reasons why established goals were not met, if appropriate; and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.
The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract,

provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

(1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

(2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.

(3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance: In* the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or

B. cancellation, termination, or suspension of the contract in whole or in part.

(6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

(1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and

(2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A**.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

> *The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*

Article 30. Miscellaneous

Any notice required by this Agreement shall be deemed to be properly served, if:

(1) provided in person or by telephonic facsimile; or

(2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

For MPO:	*For Consultant:*
H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 531 Lubbock, Texas 79401 Facsimile: (806) 775-1675	City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983
w/ copy to:	w/ copy to:
Matthew L. Wade Underwood Law Firm P.O. Box 16197 Lubbock, Texas 79490 Facsimile: (806) 793-1723	James Brown Director, Information Technology City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3033

Article 31. VENUE

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 33. No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

Article 34. Savings Provision

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 35. No Third Party Beneficiaries

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 36. Authority

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

Article 37. Non-Arbitration *(Required by the City of Lubbock)*

The Consultant 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 Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

Article 38. Compliance with Chapter 2270, Subtitle F, Title 10, Texas Government Code

The Parties warrants that they are in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Parties do not boycott Israel; and (2) Parties will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2022.

MPO

Curtis Parrish, Chair
Transportation Policy Committee

ATTEST:

Tammy Walker, MPO Secretary

AS TO CONTENT:

H. David Jones
Transportation Planning Director

CONSULTANT

Tray Payne
Mayor, City of Lubbock

ATTEST:

Becky Garza, City Secretary

AS TO CONTENT:

Erik Rejino
Assistant City Manager

AS TO FORM:

Ryan Brooke
Assistant City Attorney

EXHIBIT A
Scope of Services

Geographic Information Systems (GIS)

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after **September 30, 2024**, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to enhance the ongoing update of the City of Lubbock Land Use Data Files in order to be able to provide more accurate data input to the Texas Department of Transportation's (TxDOT's) Travel Demand Model for forecasting future traffic volumes within the Transportation Analysis Zones (TAZ).

This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). Products include:

(1) Spatial and tabular data, including political and census boundaries, TAZ and Serial Zone and other special areas as needed;

(2) Geocoded street centerline information for areas within the Transportation Analysis Zones (TAZ). The centerline segments will be maintained by 100 blocks to facilitate traffic modeling;

(3) Flood plain data within the approved TAZ to the extent that such data is available from FEMA and other sources;

(4) Demographic data, as it becomes available from the Census Bureau and other sources;

(5) Bus routes and stops, bus shelters, major traffic generators and other transit improvements to facilitate Title VI compliancy when requested by the MPO and with the cooperation of Citibus;

(6) Detailed parcel mapping and database information processed from Lubbock Central Appraisal records, plats, building permits, and other sources for the area within the Lubbock city limits. Services include daily database maintenance and record maintenance to ensure accurate and comprehensive data in the City's land use database; and

(7) More general land use information may be collected for areas outside the city limits but within the Metropolitan Area Boundary (MAB) and Transportation Analysis Zones (TAZs) from available sources as needed.

City will manage the Travel Demand Update data by Traffic Analysis Zones and will be able to produce studies including but not limited to:

(1) Revising statistical data by TAZ from multiple sources, including identifying special generators;

(2) Reviewing the demographic chapter of the Lubbock Metropolitan Plan;

(3) Providing demographic information as requested by the LMPO;

(4) Maintaining current geographic and political boundaries, including TAZ, for the Census Bureau; and

(5) Other activities as requested by the MPO.

(6) City will also assist the MPO in updating the Travel Demand Model through GIS assistance, including map production. City will also assist in map production for Title VI and Environmental Justice requirements.

(7) City will also provide information about buildings, structures and sites for Section 106 review of projects in the MPO area, using the existing resources of the City of Lubbock Historic Site Survey and the Lubbock County Historical Survey (2008-2010). This does not, however, obligate the City to undertake additional historical research for MPO projects nor to act as a cultural resources consultant on projects in the MPO area.

(8) City will include the LMPO on its enterprise license agreement with Esri, and make available all software and extensions that are included within that agreement to the LMPO.

(9) At the conclusion of this Scope of Services, City will be able to produce a land use analysis, demographic characteristic analysis, and limited environmental analysis for areas within the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). The information available to the MPO may be collected from other sources and agencies (including Lubbock Central Appraisal District and Lubbock Emergency Communication District) in addition to being created by the GIS and Data Services Department.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2024** unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones
Transportation Planning Director

Erik Rejino
Assistant City Manager

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONSULTANT,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*federal, state or local

_____

TRAY PAYNE, MAYOR

_____

Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

TRAY PAYNE, MAYOR

_____

Date

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in Right-of-Way; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

This ordinance will modify the existing Chapter 37.01.003, Enforcement, of the City of Lubbock Ordinance, and will require the contractor to pay the City-incurred costs for all the resources expended due to negligent acts, omissions, or violations of City of Lubbock Ordinances.

This Ordinance will also modify the existing Chapter 37.01.039, Repair of utilities, of the City of Lubbock Ordinances. The amendment will require the contractor, who is a Texas Commission on Environmental Quality (TCEQ) license holder, to register with the City of Lubbock Right-of-Way Department. This will allow the contractor to make repairs to water service lines in the right-of way.

Fiscal Impact

There is no fiscal impact to the City of Lubbock.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance
Ordinance (Redline)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 37, INFRASTRUCTURE CONSTRUCTION, ARTICLE 37.01 PERMITTED CONSTRUCTION IN RIGHT-OF-WAY; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock finds it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to adopt the following amendments to the City of Lubbock Code of Ordinances herein; **NOW, THEREFORE:**

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

SECTION 1. **THAT** Section 37.01.003 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.003 Enforcement

Any person who violates any provisions of this article shall be guilty of a misdemeanor in accordance with section 1.01.004 of the Code of Ordinances and upon conviction shall be subject to a fine not to exceed the amount specified by State law for such offenses. Each day of such violation shall constitute a separate offense.

Further, any person or entity who by their negligent acts, omissions, or violation of this Article cause the City of Lubbock any expenditures for staff time, use of City equipment, or use of City materials in response to said acts, omissions, or violation, shall be responsible to the City for any and all costs for resources expended. Upon receipt of the notice of fees due, that person or entity shall remit to the City of Lubbock all fees within 30 days. No permit shall be issued for any person or entity with an outstanding fee balance owed to the City.

SECTION 2. **THAT** Section 37.01.004 of the Code of Ordinances, City of Lubbock, Texas is hereby repealed in its entirety.

SECTION 3. **THAT** Section 37.01.031(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.031 Responsibilities of permit holder or ROW user

(a) The permit holder or ROW user shall be responsible for performance of and compliance with all provisions of this article. The permit holder or ROW user shall perform all work, whether done in ROW, private property, or utility easement in accordance with all federal and state laws, rules and regulations, city codes, or applicable standards and specifications, Lubbock Power and Light standards and specifications, including but not limited to rules and regulations set by the Railroad Commission of Texas.

SECTION 4. **THAT** Section 37.01.038(f) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.038 Excavation under supervision of city engineer

(f) The permit holder, utility, or ROW user shall not enter upon private property without authorization from the property owner. The permit holders, utilities, or ROW users shall determine the boundary between public ROW and private property.

SECTION 5. **THAT** Section 37.01.039 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.039 Repair of utilities

(a) Damages done by a permit holder to city utilities shall be repaired by the city. The city will issue a claim to the utility owner, contractor, ROW user or their insurance company for cost reimbursement.

(b) City service shall be returned to the customer within four (4) hours of damage and the cost of repairs shall be borne by the ROW user or permit holder. Only a licensed plumber registered with the City's right-of-way department may perform repairs to customer sewer, and/or gas lines. Only a TCEQ license holder registered with the City's right-of-way department may perform repairs to customer water service lines. The licensed plumber or TCEQ license holder shall certify in writing that repairs to these service line(s) were performed in accordance with the most recent version of the city's plumbing ordinance, article 28.10.

(c) After repairs, the ROW shall be restored in accordance to section 37.01.043 of this article.

(d) Cleanup of the affected site shall be in accordance to section 37.01.011(c).

SECTION 6. **THAT** Section 37.01.041(h) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.041 Field utility coordination

(h) In any paved or unpaved area, all existing water, sewer, electric, and gas mains and service lines shall be physically located prior to boring by way of potholing with a hydro excavation method. Sewer lines can be exempted if elevation and alignment can be determined by existing manholes.

SECTION 7. **THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed applicable fines in accordance with Section 1.01.004 of the City Code of Ordinances.

SECTION 8. **THAT** should any paragraph, sentence, clause, phrase or work of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 9. **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 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

AmendOrd.ch 37
8.22.22

Sec. 37.01.003 Enforcement

Any person who violates any provisions of this article shall be guilty of a misdemeanor in accordance with section 1.01.004 of the Code of Ordinances and upon conviction shall be subject to a fine not to exceed the amount specified by State law for such offenses. Each day of such violation shall constitute a separate offense.

Further, any person or entity who by their negligent acts, omissions, or violation of this Article cause the City of Lubbock any expenditures for staff time, use of City equipment, or use of City materials in response to said acts, omissions, or violation, shall be responsible to the City for any and all costs for resources expended. Upon receipt of the notice of fees due, that person or entity shall remit to the City of Lubbock all fees within 30 days. No permit shall be issued for any person or entity with an outstanding fee balance owed to the City.

~~**Sec. 37.01.004 Public entities**~~

~~All provisions of this article, unless otherwise stated, are applicable to excavation made by the city and its contractors, as well as to excavations made by or on the behalf of governmental entities.~~

Sec. 37.01.031 Responsibilities of permit holder or ROW user

(a) The permit holder or ROW user shall be responsible for performance of and compliance with all provisions of this article. The permit holder or ROW user shall perform all work, whether done in ROW, private property, or utility easement in accordance with all federal and state laws, rules and regulations, city codes, or applicable standards and specifications, Lubbock Power and Light standards and specifications, including but not limited to rules and regulations set by the Railroad Commission of Texas.

Sec. 37.01.038 Excavation under supervision of city engineer

(f) The permit holder, utility, or ROW user shall not ~~trespass~~ enter upon private property without authorization from the property owner. The permit holders, utilities, or ROW users shall determine the boundary between public ROW and private property.

Sec. 37.01.039 Repair of ~~city-owned facility~~utilities

(b) City service shall be returned to the customer within four (4) hours of damage and the cost of repairs shall be borne by the ROW user or permit holder. Only a licensed plumber registered with the ~~city's~~ City's ~~building safety~~right-of-way department ~~shall~~ may perform repairs to customer ~~water,~~ sewer, and/or gas lines. Only a TCEQ license holder registered with the City's right-of-way department may perform repairs to customer water service lines. The licensed plumber or TCEQ license holder shall certify in writing that repairs to these service line(s) were performed in accordance with the most recent version of the city's plumbing ordinance, article 28.10.

Sec. 37.01.041 Field utility coordination

(h) In any paved or unpaved area, all existing water, sewer, electric, and gas mains and service lines shall be physically located prior to ~~crossing them while~~ boring by way of potholing with a hydro excavation method. Sewer lines can be exempted if elevation and alignment can be determined by existing manholes.

Information

Agenda Item

Resolution - Storm Water: Consider a resolution authorizing the Mayor to execute Contract 16659, with Raider Power Lawn Care, LLC, for mowing and litter control at the detention basin of Playa Lake 44, located at 19th Street and Quaker Avenue, Lubbock, Texas.

Item Summary

This 7-cycle maintenance contract includes mowing, edging, trimming, litter and debris disposal, and cleanup along with photographic documentation for the detention basin of Playa Lake 44, located at 19th Street and Quaker Avenue. The contract shall be for a term of 1 year, with the option of four, 1-year extensions.

In response to ITB 2022-16659-YB, two bids were submitted and opened on July 12, 2022. The bid results were as follows.

Vendor	Amount
Raider Power Lawn Care, LLC., Lubbock, Texas	$15,575
Center Point, Shallowater, Texas	$21,875

Staff recommends award to the lowest bidder, Raider Power Lawn Care, LLC, of Lubbock, Texas, for $15,575 annually.

Fiscal Impact

This contract annual amount of $15,575, with a total over 5 years of $77,875, is funded in the Stormwater Utility Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

16659-Resolution
Contract 16659 - Raider Power Lawn Care
PlayaLake44
16659-Proj. Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No.16659/ ITB 22-16659-YB for Playa Lake 44 detention basin mowing, by and between the City of Lubbock and Raider Power Lawn Care, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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

RES.CONTRACT- 16659 Raider Power Lawn Care, LLC
08.16.2022

City of Lubbock
Contract for
Playa Lake 44 Detention Basin Mowing

THIS CONTRACT made and entered into this ___ day of _____, **2022**, by and between the City of Lubbock ("City"), and **Raider Power Lawn Care, LLC** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Playa Lake 44 Detention Basin Mowing** 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 **Plays Lake 44 Detention Basin Mowing.**

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, **Playa Lake 44 Detention Basin Mowing** and more specifically referred to as Line **Item 1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (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 terms 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. 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.

Automobile Liability Requirements: $1M/occurrence is needed.

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.

* 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.

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

14. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

15. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the

entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

17. 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.

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

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. 22-16659-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:

Trenia Harris
Trenia Harris, Stormwater Compliance Department Head

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY _____
Authorized Representative

Anthony Morales Jr
Print Name

637 Thompson dr
Address

Carrell, Texas, 75019
City, State, Zip Code

placement in dumpsters belonging to the contractor. All recyclable items should be separated and recycled at any of the City's recycle centers. **No litter or debris shall be disposed of in residential dumpsters or of those belonging to commercial businesses.**

1.7 Photographic record (before/after): The contractor shall take a minimum of five (5) date stamped photos at consistent locations around the perimeter of the detention basin for each mowing event. The photos shall be taken prior to commencement of any work and then after all work is completed. Photos shall be sent to the Stormwater Program Manager no later than five (5) days after all work is completed. The City allows no more than 6 MB total per email.

City of Lubbock
ITB 22-16659-YB
Playa Lake 44 Detention Basin Mowing
Specifications

1.0 MAINTENANCE STANDARDS

1.1 General: The contractor shall proceed upon the approved "Notice to Proceed" to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Stormwater Program Manager or his/her designee. The contractor shall be notified of the City's decision by letter.

1.1.1 The area to be serviced for the site include all right of way adjoining the site and extending two (2) feet from back of curb into all streets. The contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage. Prevent clippings from entering the Municipal Separate Storm Sewer System (MS4) such as streets, curbs, gutters and storm sewers and contaminating the aquatic life and plant beds. Maintain a five (5) foot buffer of undisturbed natural vegetation between the disturbed portions of your site and the detention basin.

1.1.2 The contractor shall inform the Stormwater Program Manager via email each month the anticipated date of the mowing event.

1.1.3 No use or chemical application is allowed under this contact.

1.1.4 During wet weather months, additional mowing's may be requested only if needed.

1.2 Mowing: Turf shall be cut at a height of four (4) inches. Clippings shall be mulched or bagged and all hardscapes shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and shall be approved by the Stormwater Program Manager.

1.2.1 ANTICIPATED MOWING EVENT FREQUENCIES:

January	0	May	1	September	1
February	0	June	1	October	1
March	0	July	1	November	0
April	1	August	1	December	0

1.3 Edging: Street curb and drainage channel edging shall be accomplished the same day as mowing, and all debris from this activity shall be removed the same day the task is performed. Curb dressers may be used for this task.

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All streets and parking areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

1.5 Litter & Debris: All litter and other types of debris such as trash, motor vehicle parts, rocks, gravel, and dirt, shall be removed by the contractor. Hard surface areas shall be swept. Clippings and trimmings may not be blown into the street as a means of disposal. Report the number of bags and/or pounds of litter and debris removed for each mowing event to the Stormwater Program Manager.

1.6 Disposal: The contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by



Mowing Contract – Latitude and Longitude points for Playa Lake 44 at 19th Street & Quaker Avenue

The points can be located using the following link: **https://itouchmap.com/latlong.html** Mowing within the perimeter outlined.

Point 1 – 33.577618, -101.902581 Point 2 – 33.577609, -101.904797 Point 3 – 33.576192, -101.904845

Point 4 – 33.576854, -101.903456 Point 5 – 33.577552, -101.901659

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 _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 22-16659-YB
Playa Lake 44 Detetion Basin Mowing
Bid Form

					Raider Power Lawncare Lubbock, TX	
			Location Total Cost		**$15,575.00**	
#	Items	Quantity Required (+/-)	UOM		Unit Price	Total Cost
#0-1	Mowing and Litter Control for the Stormwater Detention Basin - per specifications	7	Cycles		$2,225.00	**$15,575.00**

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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 RaiderPowerlawncarellc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Tax ID No.: 88-2852679

Address: 2100 mac davis ln unit 1023

City: lubbock State: Tx Zip: 75019

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 06/17/22

Authorized Representative - must sign by hand

Officer Name and Title: Anthony Onalaja/Owner

Business Telephone Number 972-261-3587 FAX: _____

E-mail Address: Raiderpowerlawncare@gmail.com

Playa Lake 44 (19th and Quaker)
Mowing Contract



Feet

0 100 200 300 400 500

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

Purchasing and Contract Management
Project Summary

ITB 22-16659-YB Playa Lake 44 Detention Basin Mowing

Notice was published in the Lubbock Avalanche Journal on June 26 and July 03, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 24, 2022 to July 12, 2022.
15 vendors took documents from Bonfire-hub.com
2 vendors submitted a bids.

AI# 10974
Regular City Council Meeting 5. 28.
09/13/2022:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Construction Manager at Risk Contract 15202, with Lee Lewis Construction, Inc., for services related to the construction and renovation of an existing 14,250 square-foot space into the Municipal Court Facility.

Item Summary

This is Amendment No. 2 to the contract for Construction Manager at Risk (CMAR) services for the Municipal Courts Facility located at 1319 Avenue L, Lubbock, Lubbock County, Texas. The contract provides services and consultation during the design and construction phases of the project for the facility.

In March 2020, the City released a Request for Proposal (RFP 20-15202-MA) for CMAR services, and Lee Lewis Construction, Inc. was approved by the City Council. Under the Construction Manager at Risk delivery method, the General Contractor provides consultation services in the pre-construction design phase, develops a Guaranteed Maximum Price (GMP) of costs to construct the facility, then serves as General Contractor to oversee the construction phase of the project. In March 2021, Amendment No. 1, established the GMP for Contract 15202 in the amount of $4,415,200.00.

Amendment No. 2 is requesting an increase to the contract amount by $158,837.94, which would make the revised contract amount $4,574,837.94 of the $5,565,650.00 available for this project. The increase is for additional work requested by the City for construction costs associated with elements excluded from the original design, including but not limited to, waterproofing, construction and installation of utilities, and electrical and security infrastructure. This includes waterproofing a vault in the alley that previously housed a transformer.

Fiscal Impact

The cost of Amendment No. 2 is $158,837.94, and is funded in Capital Improvement Project No. 92551, Public Safety Improvement Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wesley D. Everett, Director of Facilities

Attachments

Resolution 15202 Amendment 2
LLCI Contract 15202 Amendment 2
92551 Budget Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the Professional Services Agreement Contract No. 15202 for services related to the construction and renovation of a building for the municipal courts facility, by and between the City of Lubbock and Lee Lewis Construction, 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 #2 to PSA 15202 Muni court build LLCI
8.22.22

Amendment To Agreement Between
The City of Lubbock, TX
And
Lee Lewis Construction, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT (Contract 15202) dated and entered into the 14th day of April 2020 by and between the City of Lubbock ("City") and Lee Lewis Construction, Inc. ("LLCI") of Lubbock Texas, for providing Construction Manager at Risk services for the construction/renovation of an existing building into the Municipal Courts Facility, (the "Project"), located at 1319 Avenue L, Lubbock, Lubbock County, Texas.

WITNESSETH:

WHEREAS, now the City desires to engage Lee Lewis Construction, Inc. for the performance of additional services, details for which are provided in Exhibits "A" and "B", attached hereto and incorporated herein. The additional services include, but are not limited to: waterproofing, construction and installation of utilities, and electrical & security infrastructure.

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 LLCI agree to the following terms in this SECOND AMENDMENT:

THAT LLCI shall perform the additional services detailed in Exhibits "A" and "B" for an amount not to exceed one hundred fifty-eight thousand, eight hundred thirty-seven and 94/100 dollars ($158,837.94), of which includes fifty-two thousand and 00/100 dollars ($52,000.00) for contingency costs, and said costs shall only be paid as reimbursement for work performed.

The original Contract Amount	$	4,415,200.00
The sum of all previous authorized Amendments (unchanged)	$	0.00
Net Percentage of previous Amendments		+0.00%
The Contract Amount prior to this Amendment	$	4,415,200.00
The Contract Amount will be (increased) by this Amendment	$	158,837.94
Net Percentage of this Amendment		+3.60%
The new Contract Amount	$	4,574,837.94
Total Percentage of all Amendments		+3.60%

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2022.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

LEE LEWIS CONSTRUCTION, INC.

_____
Ryan Lewis, Executive Vice President

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____

Kelli Leisure, Assistant City Attorney

Exhibit A

Lee Lewis Construction, Inc.

PCCO #CCR #022

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2040 - Lubbock Municipal Courts
1214 14th Street
Lubbock, Texas 79401

DRAFT

Prime Contract Change Order #CCR #022: CE #CCR -22 - ASI #6 Additiona

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	5/24/2022	**CREATED BY:**	Neil Easter **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Draft	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:	Neil Easter **(Lee Lewis Construction - HQ)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Field
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Municipal Courts Prime Contract
		TOTAL AMOUNT:	$0.00

DESCRIPTION:
CE #CCR -22 - ASI #6 Additional Conduit Run
This CCR is at the request of Randall Scott Architects per ASI #6

ATTACHMENTS:
6 Line Proposal Municipal Court Citizens Tower Road Crossing.pdf, Municipal Court ASI 6.pdf, Lubbock Municipal Court - ASI #6 - Narrative with Attachment.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-004.1 OWNERS CONTINGENCY.MATERIALS	deduct for ASI #6	$(56,650.00)
2	16-500.2 LIGHTING.SUBCONTRACTOR	for additional work per ASI 6	$56,650.00
		Grand Total:	**$0.00**

The original (Contract Sum)	$4,415,200.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$4,415,200.00
The contract sum would be changed by this Change Order in the amount of	$0.00
The new contract sum including this Change Order will be	$4,415,200.00
The contract time will not be changed by this Change Order.	

Lee Lewis Construction, Inc.

PCCO #CCR #022

Dan Brantner (RANDALL SCOTT ARCHITECTS)

Daniel C. Brantner July 18, 2022

SIGNATURE **DATE**

CITY OF LUBBOCK

City of Lubbock 1314 Avenue 4th Floor
LUBBOCK, Texas 79457

SIGNATURE **DATE**

Lee Lewis Construction - HQ

7810 Orlando Ave
Lubbock , Texas 79423

8/22/22

SIGNATURE **DATE**

Exhibit B

Lee Lewis Construction, Inc.

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

PCCO #1

Project: AA-2040 - Lubbock Municipal Courts
1214 14th Street
Lubbock, Texas 79401

DRAFT

Prime Contract Change Order PCCO #1: Alley Vault Waterproofing

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	8/05/2022	**CREATED BY:**	Nolan Zuber **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Draft	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Municipal Courts Prime Contract
		TOTAL AMOUNT:	$136,970.00

DESCRIPTION:
PCCO #1 - Alley Vault Waterproofing
PCCO #1 - Additional scope - (Chapman Harvey plans) for alley vault waterproofing.
Includes: Attached scope summary from LLCI has inclusions and allowances, as well as scope of work and prices.
Excludes: Any scope of work not listed on LLCI Summary of work

This total is a "not to exceed price" and includes allowances for shoring/safety and hydro excavation. these scopes will be invoiced as actual costs and any credits will be adjusted and submitted in the final approval / pay application. Likewise any reduction in scopes or duration will be adjusted respectively.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	2-010.2 Alley Vault Water Proofing	Vault Water proofing	$136,970.00
		Grand Total:	**$136,970.00**

The original (Contract Sum)	$4,415,200.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$4,415,200.00
The contract sum would be changed by this Change Order in the amount of	$136,970.00
The new contract sum including this Change Order will be	$4,552,170.00
The contract time will not be changed by this Change Order.	

Lee Lewis Construction, Inc.

PCCO #1

Chapman Harvey Architects

612 Broadway St, Lubbock, TX 79401

8/12/22

SIGNATURE DATE

CITY OF LUBBOCK

City of Lubbock 1314 Avenue 4th Floor
LUBBOCK, Texas 79457

08/19/2022

SIGNATURE DATE

Lee Lewis Construction - HQ

7810 Orlando Ave
Lubbock , Texas 79423

8-12-22

SIGNATURE DATE

Lee Lewis
Construction, Inc.

August 12th 2022

City of Lubbock
1314 Ave K
Lubbock, Texas 79401

Attn: Darren Densford
Ref: Municipal Court Alley Vault

Mr. Densford,

Lee Lewis Construction proposes to complete scope of work as shown on Chapman Harvey Architects drawings dated 7/26/22 for the not to exceed price of $ 136,970. This pricing includes allowances for shoring / safety and for hydro-excavation for the installation of waterproofing the existing basement and vault wall connection. Any savings and/or credits will be deducted from the final pay application.

Thank you for this opportunity, should you have any questions, please do not hesitate to contact our office. This scope of work will be added to the current Contract via Contract Change Order.

Sincerely,

Kirk Hughlett
Chief Estimator – Vice President

7810 Orlando Ave.
P.O. Box 65197
Lubbock, TX 79464
806-797-8400 • 806-797-8492

17111 Preston Road
Suite 100
P.O. Box 795037
Dallas, TX 75379
972-818-0700 • 972-818-0706

Lee Lewis
Construction, Inc.

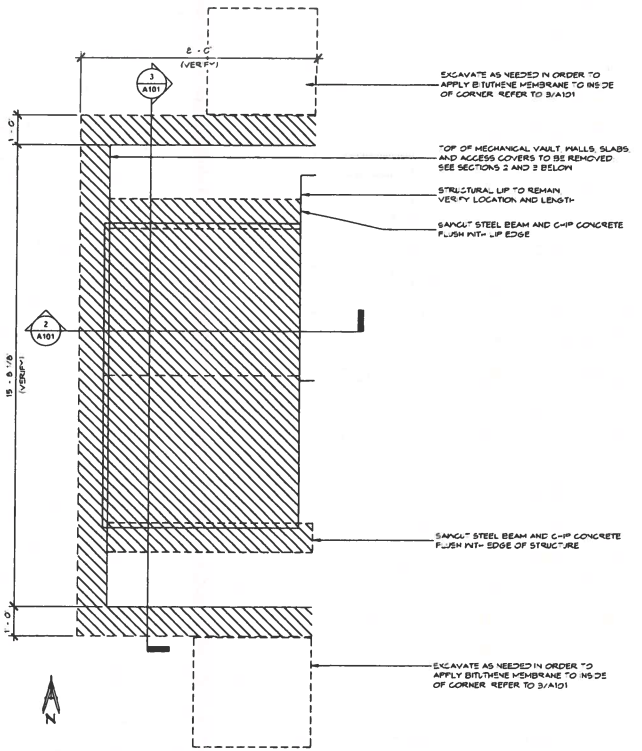
Lubbock Municipal Court - Vault Waterproofing

Date: 8/12/2022
Owner: COL
Architect: ChapmanHarvey
Estimator: KH

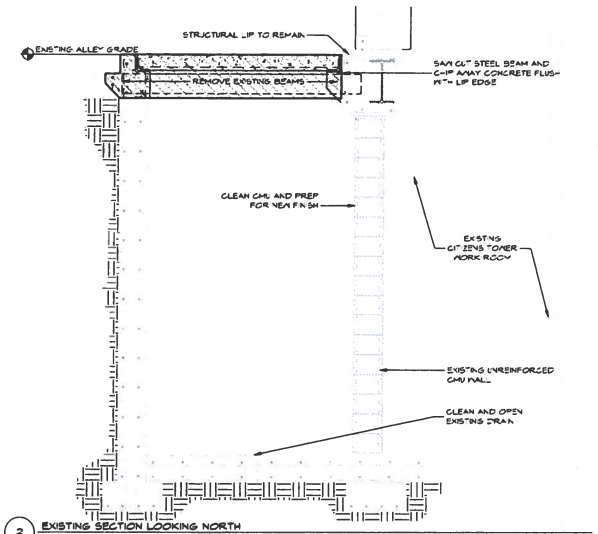
City: Lubbock
State: Texas
Schedule (mo): 1.5

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total
	General Conditions		27,707			27,707
	Building Permit		none			0
	Temporary Fencing & Barricades		2,500			2,500
	Allowances - Shoring & Safety	Allowance	15,000			15,000
	HydroVac/Excavation	Allowance	27,000			27,000
	Contingency		5,000			5,000
						0
	Remove Existing Fill & Drill Holes		2,000	5,000	1,600	8,600
	Clean Existing CMU			1,200	800	2,000
	Demolition / Sawcutting	ENCO	7,500			7,500
	Shotcrete / Gunite	Destiny	7,500			7,500
	Rebar			627	640	1,267
	Waterproofing	Rudd Palmer	9,673	vol alternate		9,673
	Gravel Fill 8 cy	RE Jaynes		900	160	1,060
	Flow Fill	Ingram		9,900	1,320	11,220
	Spoils, Rough Grading & Cleanup		1,600			1,600
	Final Grading / Earthwork		not included			0
	Concrete Paving		not included			0
						0
	AddCheck --> OK		105,480	17,627	4,520	127,627
	Percent Cost:		82.6%	13.8%	3.5%	
	(MISC)		LAB BURDEN	35.00%	42.00%	1,898
	Bldrs. Risk	$15	Sales Tax		0.00%	0
	Gen. Liab.	$518	Sub Total			129,525
	OPL	$0	B.R./G.L./OPL			533
	P&P Bond	$3,009	Fee		3.0%	3,902
					Total	133,960
				P & P Bond (Time Adjusted)		3,009
				Total With Bond		136,970

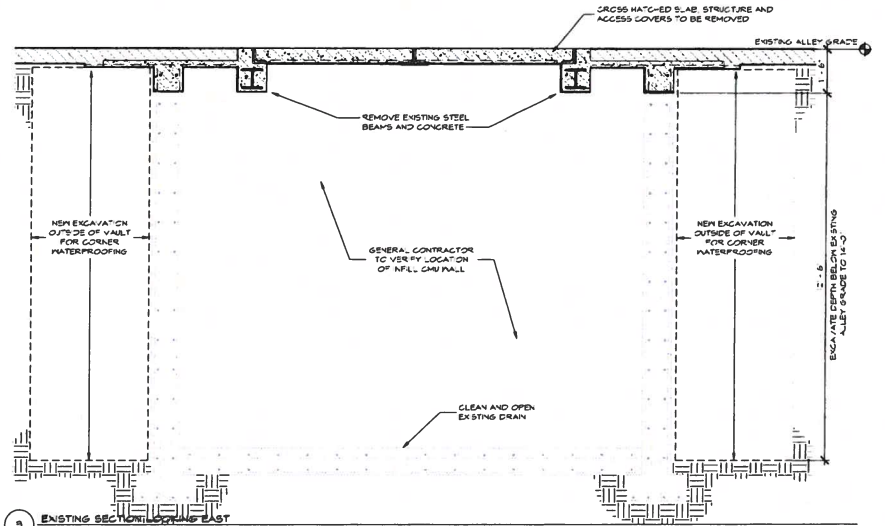
This total is a "not to exceed" price and includes allowances for shoring/safety and hydro-excavation. These scopes will be invoiced as actual costs and any credits will be adjusted and submitted in the final approval / pay application. Likewise any reduction in scopes or duration will be adjusted respectively.



1 UNDERGROUND - VAULT DEMOLITION
1/2" = 1'-0"



2 EXISTING SECTION LOOKING NORTH
1/2" = 1'-0"



3 EXISTING SECTION LOOKING EAST
1/2" = 1'-0"

GENERAL DEMOLITION NOTES

1. INFORMATION CONTAINED ON THESE DRAWINGS WITH REGARD TO EXISTING CONDITIONS OF CONSTRUCTION IS PROVIDED FOR THE CONVENIENCE OF THE GENERAL CONTRACTOR IN EXECUTING THE WORK. EVERY ATTEMPT HAS BEEN MADE TO PROVIDE COMPLETE AND ACCURATE REPRESENTATIONS OF SUCH EXISTING CONDITIONS. THIS INTERPRETATION HAS BEEN TAKEN FROM RECORD SETS OF "AS-BUILT" DRAWINGS ON FILE AND HAS BEEN FURTHER SUPPLEMENTED BY FIELD MEASUREMENT AND OBSERVATIONS. THE ARCHITECT CANNOT AND DOES NOT GUARANTEE THE ACCURACY OF ANY SUCH INFORMATION AND ASSUMES NO LIABILITY THEREFORE.
2. THIS INFORMATION CONTAINED ON THESE DRAWINGS, WITH REGARD TO EXISTING CONDITIONS OF CONSTRUCTION, IN NO WAY RELIEVES THE GENERAL CONTRACTOR FROM THE RESPONSIBILITY FOR VERIFYING COMPLETELY ALL FIELD CONDITIONS RELATING TO AND AFFECTING THE EXECUTION OF THE WORK, AS DESCRIBED IN THESE CONSTRUCTION DOCUMENTS.
3. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO FIELD VERIFY AND DOCUMENT ALL EXISTING DIMENSIONS, ELEVATIONS AND BENCHMARKS, MATERIALS AND METHODS OF CONSTRUCTION THAT MAY AFFECT OR BE AFFECTED BY NEW WORK, AND TO COORDINATE SUCH FIELD VERIFICATION WITH THE CONSTRUCTION DOCUMENTS AND THE EXECUTION OF THE WORK. DISCREPANCIES AND/OR CONFLICTS INVOLVING ANTICIPATED EXISTING CONDITIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
4. THE ARCHITECT HAS ENDEAVORED TO IDENTIFY AS COMPLETELY AS POSSIBLE IN THE DRAWINGS AND SPECIFICATIONS EXISTING ITEMS OF EQUIPMENT AND CONSTRUCTION THAT ARE REQUIRED TO BE REMOVED OR OTHERWISE DEMOLISHED SO AS TO ALLOW THE EXECUTION OF NEW WORK. THIS INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE GENERAL CONTRACTOR, AND IS NO WAY INTENDED TO MEAN THAT DEMOLITION IS LIMITED ONLY TO THOSE ITEMS SPECIFICALLY IDENTIFIED. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO EXECUTE DEMOLITION WORK AS REQUIRED TO ALLOW THE EXECUTION OF NEW WORK.
5. THE GENERAL CONTRACTOR AND AFFECTED SUBCONTRACTORS SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A PROPOSAL. THE CONTRACTOR SHALL BECOME GENERALLY FAMILIAR WITH THE PROJECT AND WITH THE IMPACT OF THE NEW WORK ON THE EXISTING CONDITIONS. ANY AREAS OF CONCERN SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMITTING A PROPOSAL. NO ADDITIONAL CHARGE TO THE OWNER WILL BE APPROVED WHICH IS ATTRIBUTABLE TO THE CONTRACTOR'S FAILURE TO DO THIS.
6. CONTRACTOR IS TO COORDINATE WITH THE OWNER WHICH ITEMS ARE TO BE SALVAGED AND RETURNED TO THE OWNER, AND WHICH ITEMS ARE TO BECOME THE PROPERTY OF THE CONTRACTOR FOR REMOVAL.
7. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SHORE THE EXISTING CONCRETE WALLS AND EARTHEN EXCAVATIONS DURING WORK UNTIL FLOW FILL HAS BEEN ADDED. (REF. A102)

Nieman Engineering, LLC
1300 Broadway St, Suite 1310
Lubbock, Texas 79401
T: 806-589-1500 TBPE Firm Registration No. F-14648

STATE OF TEXAS
ROSS N. NIEMAN
115922
REGISTERED PROFESSIONAL ENGINEER
07/26/2022

ChapmanHarvey ARCHITECTS, INC.
612 BROADWAY | Lubbock, Texas 79401 | 806.749.1153
WWW.CHAPMANHARVEY.COM | TBAE FIRM - BR961

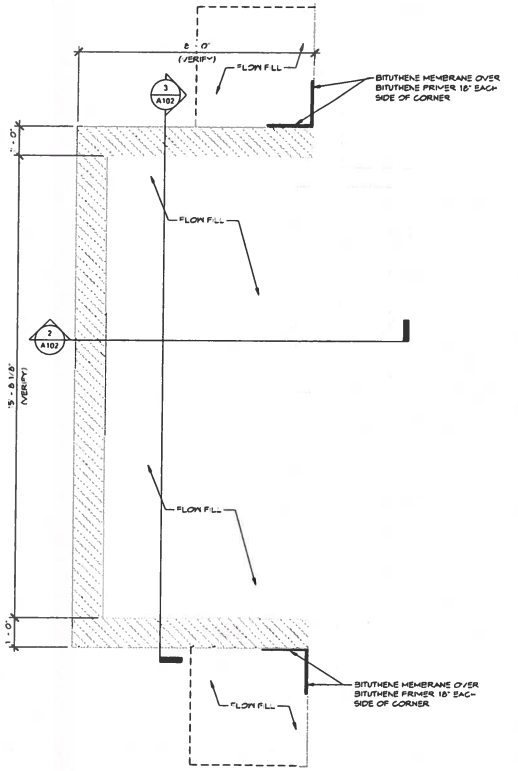
CITY OF LUBBOCK
Municipal Court Alley Vault
ADDRESS

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DATE: 07.26.22
JOB: 2206
REVISIONS
DATE DESCRIPTION

REGISTERED ARCHITECT
JACQUELYN C. HARVEY
STATE OF TEXAS
16422
7/26/22

sheet **A101**
of 2



1 UNDERGROUND - VAULT RENOVATION
1/2" = 1'-0"

GENERAL RENOVATION NOTES

1. CONTRACTOR TO FIND LOCATION OF CMU INFILL WALL. SHOTCRETE MUST OCCUR OVER CMU WALL AND LAP ON ADJACENT WALL.

2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SHORE THE EXISTING CONCRETE WALLS AND EARTHEN EXCAVATIONS DURING WORK UNTIL FLOW FILL HAS BEEN ADDED (REF. A102)

3. BITUTHENE WATERPROOFING

a. SURFACE PREPARATION

SURFACES MUST BE STRUCTURALLY SOUND AND FREE OF VOIDS, SPALLED AREAS, LOOSE AGGREGATE AND SHARP PROTRUSIONS. REMOVE CONTAMINANTS SUCH AS GREASE, OIL AND WAX FROM EXPOSED SURFACES. REMOVE DUST, DIRT, LOOSE STONE AND DEBRIS ON VERTICAL APPLICATIONS. BITUTHENE ADHESIVE PRIMER B2 LVC SHALL BE USED TO ALLOW INSTALLATION OF MEMBRANE.

REPAIR DEFECTS SUCH AS SPALLED OR POORLY CONSOLIDATED AREAS. REMOVE SHARP PROTRUSIONS AND FORM MATCH LINES. ON MASONRY SURFACES, APPLY A PARGE COAT TO ROUGH CONCRETE BLOCK AND BRICK WALLS OR TROWEL CUT MORTAR JOINTS FLUSH TO THE FACE OF THE CONCRETE BLOCKS AND ALL ROUGH CONCRETE SURFACES. MEMBRANE ADHESION SURFACES SHALL BE SMOOTH AND EVEN.

b. PRIMING

- APPLY BITUTHENE ADHESIVE PRIMER B2 LVC BY A LAMB'S WOOL ROLLER AT A COVERAGE RATE OF 325-425 SQUARE FEET PER GALLON. ALLOW PRIMER TO DRY ONE HOUR OR UNTIL TACK-FREE.
- DRY TIME MAY BE LONGER IN COLD TEMPERATURES. RE-PRIME AREAS IF CONTAMINATED BY DUST. IF THE WORK AREA IS DUSTY, APPLY MEMBRANE AS SOON AS THE PRIMER IS DRY. IN GENERAL, PRIMING SHOULD BE LIMITED TO AREA THAT CAN BE COVERED WITHIN 24-HOURS.
- DO NOT APPLY ANY PRIMER ONTO BITUTHENE MEMBRANE.

c. APPLICATION ON VERTICAL SURFACES

APPLY MEMBRANE IN LENGTHS UP TO 8'-0". OVERLAP ALL SEAMS AT 2.5 INCHES. ON HIGHER WALLS, APPLY MEMBRANE IN TWO OR MORE SECTIONS WITH THE UPPER OVERLAPPING THE LOWER BY AT LEAST 2.5 INCHES. ROLL ALL MEMBRANE WITH A HAND ROLLER.

TERMINATE THE MEMBRANE AT GRADE LEVEL. PRESS THE MEMBRANE FIRMLY TO THE WALL WITH THE BUTT END OF A HARDWOOD TOOL SUCH AS A HAMMER HANDLE OR SQUARE INTO A REGLET. FAILURE TO USE HEAVY PRESSURE AT TERMINATIONS CAN RESULT IN A POOR SEAL. ALL TOP AND BOTTOM OF WALL TERMINATIONS MUST BE SEALED WITH BITUTHENE LIQUID MEMBRANE OR BITUTHENE MASTIC. A TERMINATION BAR SHALL BE USED TO ENSURE A TIGHT SEAL AT THE END OF EACH WORKING DAY. IF THE WALL HAS BEEN ONLY PARTIALLY COVERED, APPLY A MAXIMUM 1/4 INCH BEAD OF BITUTHENE MASTIC TOOLED THIN OR BITUTHENE LIQUID MEMBRANE ALONG THE EXPOSED EDGES OF THE MEMBRANE AT ITS TEMPORARY TERMINATIONS TO PREVENT VERTICAL DRAINAGE OF PRESIPITATION UNDERMINING THE MEMBRANE ADHESION. TERMINATE THE MEMBRANE AT THE BASE OF THE WALL.

A 1/8 INCH X 1 INCH ALUMINUM TERMINATION BAR ALIGNED HORIZONTALLY WITH THE TOP OF THE MEMBRANE IS RECOMMENDED FOR TERMINATIONS ON CMU.

d. MEMBRANE REPAIRS

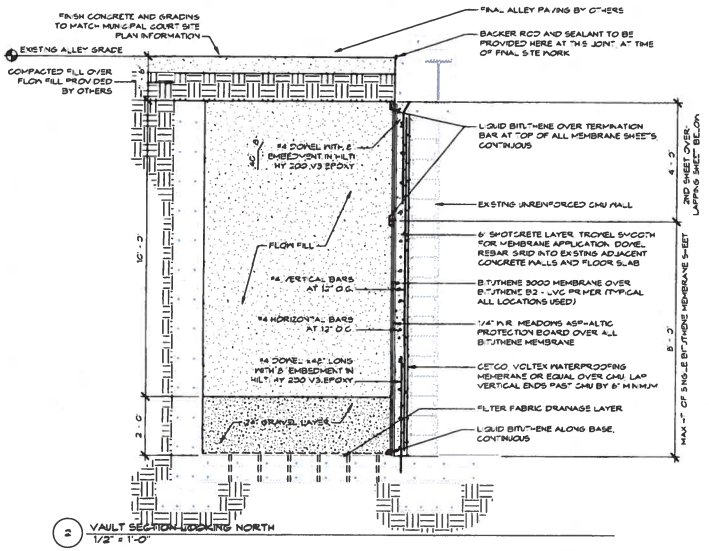
PATCH TEARS AND INADEQUATELY LAPPED SEAMS WITH THE SAME MEMBRANE AS USED ON THE SURROUNDING SURFACE. CLEAN THE IN-PLACE MEMBRANE WITH A DAMP CLOTH AND COMPLETELY DRY. SLIT PROTRUSIONS AND REPAIR WITH A PATCH EXTENDING 6 INCHES IN ALL DIRECTIONS FROM THE SLIT AND SEAL EDGES OF THE PATCH WITH BITUTHENE LIQUID MEMBRANE. INSPECT THE MEMBRANE THOROUGHLY BEFORE COVERING AND MAKE ALL REPAIRS PRIOR TO TESTING, COVERING OR BACKFILLING.

e. PROTECTION OF MEMBRANE

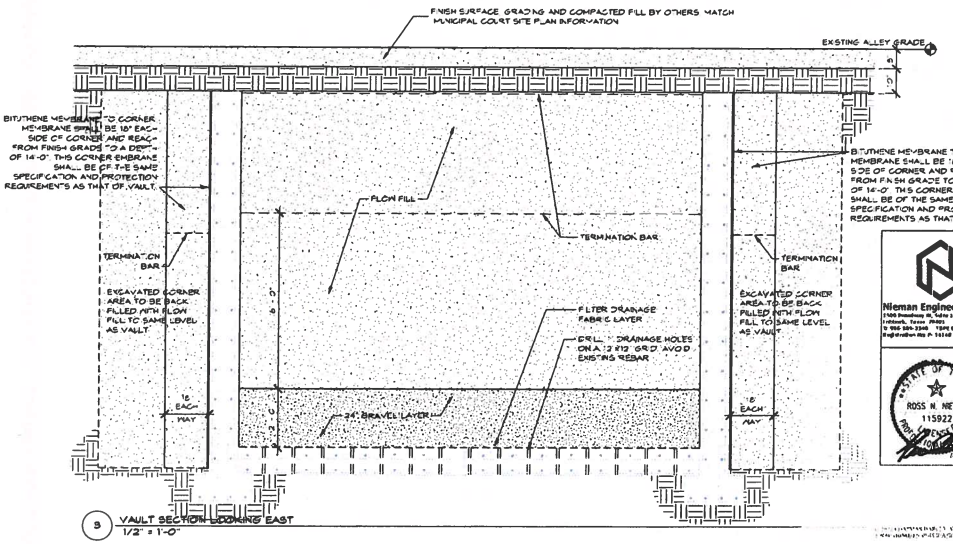
PROTECT BITUTHENE MEMBRANES TO AVOID DAMAGE FROM OTHER TRADES, CONSTRUCTION MATERIALS OR BACKFILL. AT TEMPERATURES ABOVE 77°F (25°C) TO AVOID POTENTIAL FORMATION OF BLISTERS, PLACE PROTECTION IMMEDIATELY ON VERTICAL APPLICATIONS, USE 1/4 INCH AFR MEADOWS ASPHALTIC HARDBOARD.

f. BACKFILL

PLACE BACKFILL AS SOON AS POSSIBLE. USE CARE DURING BACKFILL OPERATION TO AVOID DAMAGE TO THE SUBSTRATE SUPPORT WALL AND THE WATERPROOFING SYSTEM. FOLLOW GENERALLY ACCEPTED PRACTICES FOR BACKFILLING AND COMPACTION. BACKFILL SHOULD BE ADDED GRADUALLY IN 6 INCH TO 12 INCH LIFTS.



2 VAULT SECTION LOOKING NORTH
1/2" = 1'-0"



3 VAULT SECTION LOOKING EAST
1/2" = 1'-0"

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CITY OF LUBBOCK
Municipal Court Alley Vault
ADDRESS

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DATE: 07.26.22
JOB: 2206
REVISIONS
DATE DESCRIPTION

Nieman Engineering, LLC
1100 Broadway, Suite 1210
Lubbock, Texas 79401
P: 806 544-2344 TBPE Firm Registration No. F-16160

STATE OF TEXAS
ROSS N. NIEMAN
115922
LICENSED PROFESSIONAL ENGINEER
07/26/2022

sheet A102
of 2

City of Lubbock, TX
Capital Project
Project Cost Detail
September 13, 2022

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Forensics / Property	Municipal Courts	Total
	92551.10000	92551.20000	92551.30000	92551.40000	92551.50000	92551.60000	
Encumbered/Expended							
Advertising	1,359	1,449	-	-	-	197	3,005
Acquisition/Title Co.	16,332	670	423,717	-	-	-	440,719
Temporary Construction	-	7,650	-	-	394	-	8,044
Archaeology Survey	-	975	-	-	910	-	1,885
Miscellaneous Charges	-	1,373	132	1,605	726	1,496	5,331
MWM Contract #13951	-	685,820	315,919	299,114	-	-	1,300,853
PSC Contract #14153	1,812,289	-	-	-	-	-	1,812,289
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	11,535
FFA Contract #14079	-	-	-	-	-	-	-
TEI Contract #14163	-	-	-	-	-	-	-
RSA Contract #14190	-	-	-	-	-	619,380	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	66,500
FF&E	2,883	-	-	-	-	-	2,883
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	6,255,031	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	16,250
Lee Lewis Contract #15202 Amendment #1	-	-	-	-	-	4,415,200	4,415,200
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	725,224
PD Substation FF&E State Coop Contract	-	23,451	10,555	17,003	-	-	51,010
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	15,800,000
Utility Tie-In	56,766	-	-	24,012	-	21,693	102,471
Testing Lab Services	-	-	-	-	-	49,000	49,000
Technology & Communications	-	77,447	77,679	77,918	-	21,831	254,875
Relocation Services	-	3,626	3,627	3,626	-	6,579	17,458
Officewise Contract #15668 FF&E Amendment #1	-	4,042	4,042	4,042	-	-	12,125
MWM Contract #15857	-	27,500	21,946	27,726	-	-	77,172
Officewise FF&E State Coop Contract	-	-	-	-	-	247,037	247,037
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	4,023
Parkhill Contract #16308	-	-	-	-	599,100	-	599,100
RSA Contract #16718	-	-	-	-	-	18,750	18,750
Chapman Harvey Building Envelope Services	-	-	-	-	-	9,000	9,000
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	307,712
Agenda Item September 13, 2022							
Lee Lewis Contract #15202 Amendment #2	-	-	-	-	-	158,838	158,838
Encumbered/Expended To Date	17,762,629	7,102,461	6,937,702	7,047,715	622,315	5,596,774	45,069,596
Estimated Costs for Remaining Appropriation							
Communications, Technology, Move, FFE, etc.	10,812,404						
Remaining Appropriation	10,812,404						
Total Appropriation	$ 55,882,000						

Information

Agenda Item

Resolution - City Manager: Consider a resolution to suspend for forty-five (45) days, the effective date proposed by West Texas Gas Utility, LLC, to increase rates under the Gas Reliability Infrastructure Program (GRIP).

Item Summary

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program." Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a ministerial review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

On or about August 5, 2022, West Texas Gas Utility, LLC ("WTG") filed for an increase in gas utility rates under the GRIP, resulting in a requested increase in the monthly customer charge (without gas cost) from $17.00 to $19.99 for domestic customers and from $30.00 to $36.38 for non-domestic customers. In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in WTG's requested increase is limited at best. Nonetheless, to allow for a limited review of WTG's GRIP application, it is recommended that the City suspend WTG's proposed effective date of October 4, 2022, for forty-five (45) days, to November 18, 2022, as allowed by state law so that the City may evaluate whether the data and calculations in WTG's rate application are correctly done.

A copy of the full GRIP filing may be requested from either the City Secretary's Office or the Chief Financial Officer.

Fiscal Impact

Fiscal impact is based on customer class as stated in the Item Summary above.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

WTG - GRIP Resolution

RESOLUTION

WHEREAS, on or about August 5, 2022, West Texas Gas Utility, LLC ("West Texas Gas") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), resulting in a requested increase in the monthly customer charge (without gas cost) from $17.00 to $19.99 for domestic customers and from $30.00 to $36.38 for non-domestic customers; and

WHEREAS, the City of Lubbock, Texas (the "City") has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by West Texas Gas is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in West Texas Gas' rate application are correctly done; and

WHEREAS, the effective date proposed by West Texas Gas is October 4, 2022 but a suspension by the City will mean that the rate increase cannot go into effect prior to November 18, 2022. NOW THEREFORE:

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

Section 1. THAT the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. THAT the City suspends the requested effective date by West Texas Gas for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. THAT the meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. THAT this resolution shall be effective immediately upon passage.

Passed by the City Council 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

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to deny Southwestern Public Service Company's proposed increase in rates; authorizing the City of Lubbock's continued participation with other cities in the Alliance of Xcel Municipalities, to direct the activities of lawyers and consultants; authorizing the hiring of attorneys and consultants; authorizing the intervention and participation in related rate proceedings; and requiring reimbursement of reasonable legal and consultant expenses.

Item Summary

On July 1, 2022, Southwestern Public Service Company ("SPS") filed an application with the City seeking authority to implement a surcharge to recover the additional amount of revenue that SPS would have received during the period from March 15, 2021, through February 28, 2022, the "True-up Period" if the rates approved in Docket No. 51802 had been in effect during that time.

Under state law, SPS has the right to recover revenue for what is called the "Relate-Back Period." The Relate-Back Period is the period of time from the 155th day after a utility files a rate case, to the date of the final order of the Public Utility Commission of Texas (PUCT) in that rate case. Also, in SPS's most recent general rate case, and based on a settlement reached in a prior general rate case for SPS, the PUCT approved recovery of revenue related to the increase the PUCT finally approved, reaching back to the 35th day after SPS filed its rate application in Docket No. 51802.

Docket No. 51802 is the case number the PUCT assigned to SPS's most recent general rate case in which the PUCT issued its final order on May 20, 2022. In Docket No. 51802, SPS requested an increase of about $144.4 million. Ultimately the parties, including the Alliance of Xcel Municipalities ("AXM"), reached a settlement for an increase in base rates of about $88.5 million. The PUCT approved that settlement on May 20, 2022.

Additionally, SPS's surcharge application requests authority to true-up revenues recovered through a surcharge associated with two prior rate cases, Docket Nos. 51644 and 52446. In those dockets the PUCT required SPS to true-up the surcharges in those dockets with the amount SPS actually collected and to refund or surcharge any over or under-collection from those surcharges.

Finally, the net of SPS's surcharge application related to Docket Nos. 51802, 51644, and 52446, is a surcharge of about $88.9 million, including interest of about $5.6 million. SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2022, through September 30, 2023, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded.

CITY ACTION REQUIRED:

AXM's Special Counsel recommends that the City, as part of AXM, deny SPS's application for its proposed surcharge. A denial is the more expeditious process to address SPS's application. A denial by

the City means that SPS will appeal the City's decision to the PUCT and the PUCT ultimately will issue an order on the amount of the final surcharge for SPS to implement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS:

SPS filed its surcharge application with the City and with the PUCT on the same date, July 1, 2022. It is important to participate in the proceedings before the PUCT because the PUCT's decision will impact the surcharge SPS will charge customers within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

REPRESENTATION AND PARTICIPATION IN AXM:

The law firm of Herrera Law and Associates, PLLC has previously represented the City and its participation in the coalition of cities named the Alliance of Xcel Municipalities ("AXM") in rate matters involving SPS, including SPS's most recent general rate case and its pending fuel-factor cases. The accompanying resolution authorizes continued retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the AXM coalition.

RECOMMENDATION: DENY SPS'S RATE INCREASE REQUEST

AXM's Special Counsel recommends that the City deny SPS's request for a surcharge. If the City denies SPS's request, SPS will appeal that decision to the Public Utility Commission of Texas and the PUCT will issue a final decision on the amount of SPS's surcharge.

Fiscal Impact

SPS's application to implement a surcharge is a rate making proceeding. Thus, under state law, the Alliance of Xcel Municipalities' reasonable rate case expenses are subject to reimbursement by the Company.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - SPS Surcharge Rate Denial

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS ("CITY") DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2021; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Southwestern Public Service Company ("SPS" or the "Company") filed a Statement of Intent with the City and with the Public Utility Commission of Texas ("PUCT") on or about February 8, 2021, to increase its base revenues for its Texas retail service area by approximately $143.3 million; and

WHEREAS, the Public Utility Commission of Texas ("PUCT") approved a settlement reached by SPS, the Alliance of Xcel Municipalities ("AXM"), and other parties granting SPS an increase of $88.5 million; and

WHEREAS, under state law and under the terms of the settlement reached in SPS's general rate case, SPS filed its request for a net surcharge of about $88.9 million, including interest of about $5.6 million related to PUCT Docket Nos. 51802, 51644, and 52446; and

WHEREAS, SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2022 through September 30, 2023, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SPS's rates, operations, and services within the municipality; and

WHEREAS, under PURA § 33.025(a), the City has standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating SPS's rate request and its changes in tariffs it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by SPS to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Xcel Municipalities ("AXM") and hereby continues its participation in AXM; and

WHEREAS, SPS's request for a surcharge consists of numerous complex calculations premised on various billing determinants and corresponding rates; and

WHEREAS, after review of SPS's application for a surcharge, SPS failed to establish that its requested surcharge is just and reasonable.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/COMMISSION FOR THE CITY OF LUBBOCK, TEXAS THAT:

Section 1. The findings set out in the preamble are in all things hereby approved.

Section 2. SPS's application fails to provide sufficient information to justify the adoption of SPS's proposed surcharges and thus SPS failed to show that its proposed surcharges are just and reasonable.

Section 3. The City hereby **DENIES** SPS's proposed surcharges.

Section 4. The City authorizes intervention in proceedings related to SPS's application before the Public Utility Commission of Texas and any related proceedings in any courts of law.

Section 5. The City continues its participation with other cities in a coalition of cities known as the Alliance of Xcel Municipalities ("AXM") with the understanding that the Steering Committee of AXM is to provide direction and guidance to Special Counsel representing AXM.

Section 6. The City, as part of AXM, hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to SPS's requested increase in rates and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of SPS's rate application.

Section 7. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

Section 8. SPS shall reimburse the City on a monthly basis, through AXM's coordinating city, the City of Amarillo, Texas, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the City of Amarillo.

Section 9. The City Secretary or other appropriate city official shall provide a copy of this Resolution to **Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756**, and as a courtesy, provide SPS a copy of this Resolution by **sending a copy of the Resolution to Jeremiah W. Cunningham, Rate Case Manager, Southwestern Public Service Company, 790 S. Buchanan St. Amarillo, Texas 79101**.

Section 10. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 11. To the extent any Resolution previously adopted by the City is inconsistent with this Resolution, it is hereby superseded.

Section 12. The findings set out in the preamble are in all things hereby approved.

Section 13. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____ 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0122, 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.

Item Summary

On August 23, 2022, the City Council approved the 1st 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 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.

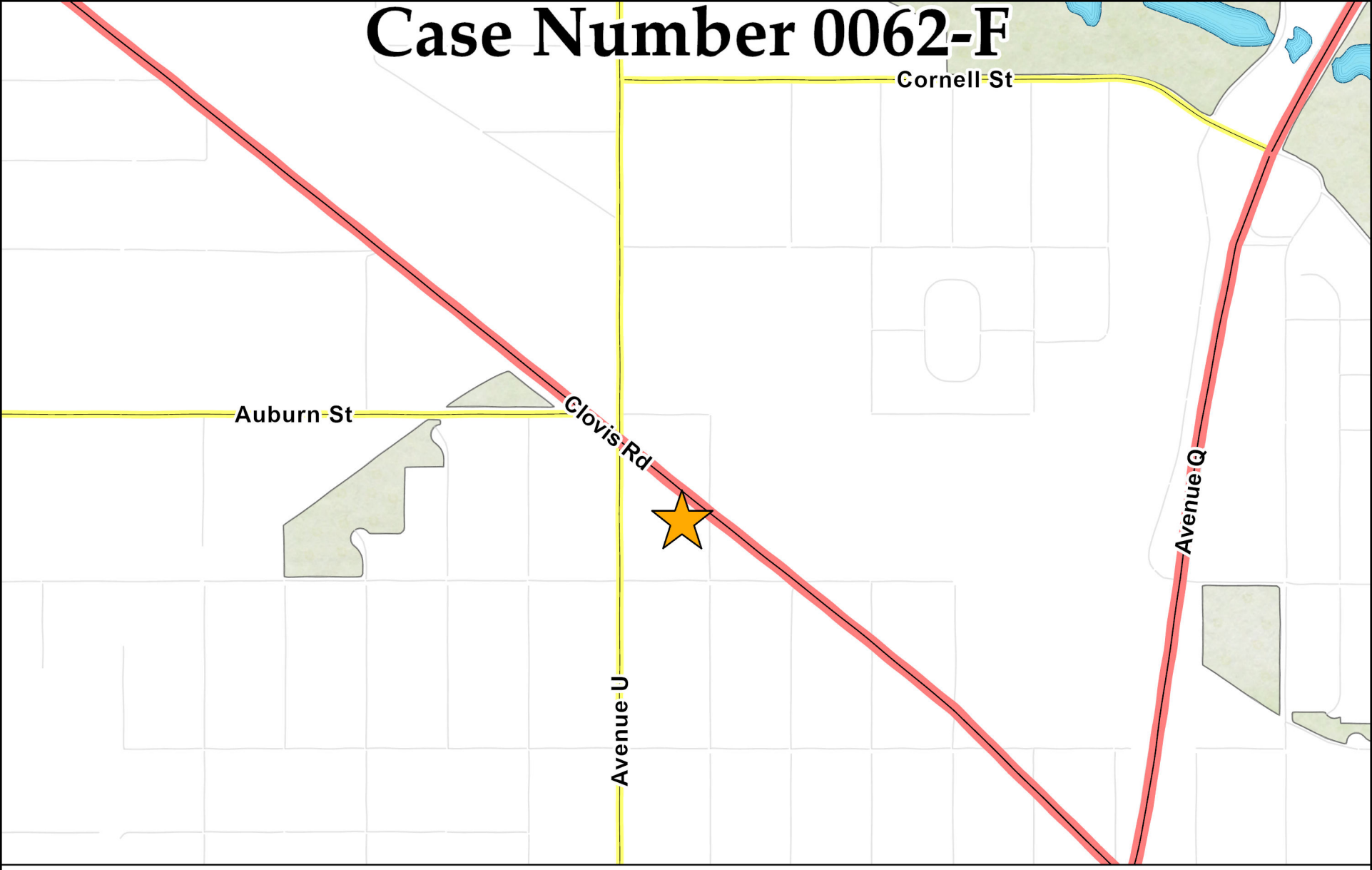
No one spoke in opposition or in favor of the request.

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



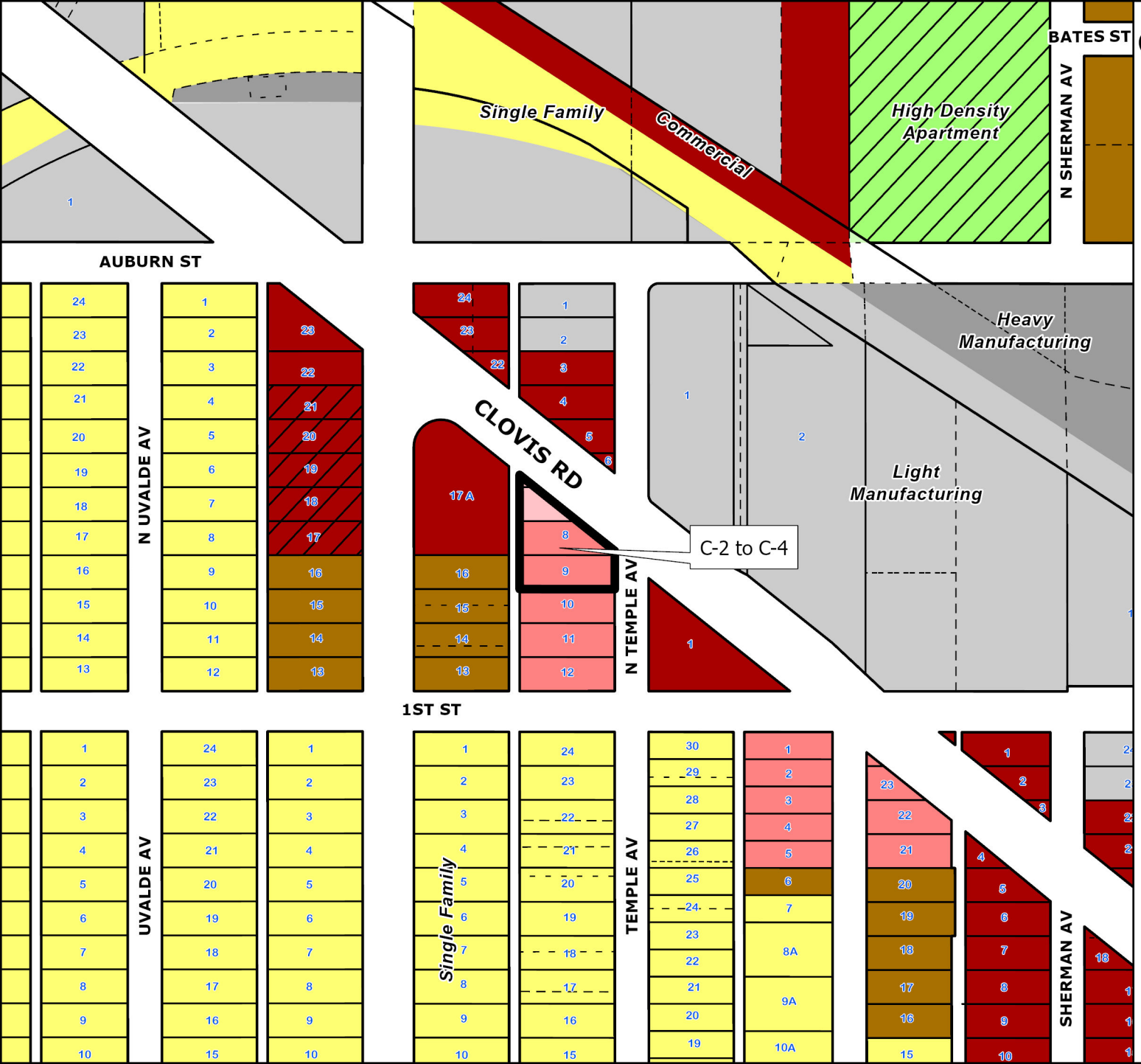
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2022

Case Number 0062-F





Current Zoning

0062-F

Zoning Districts

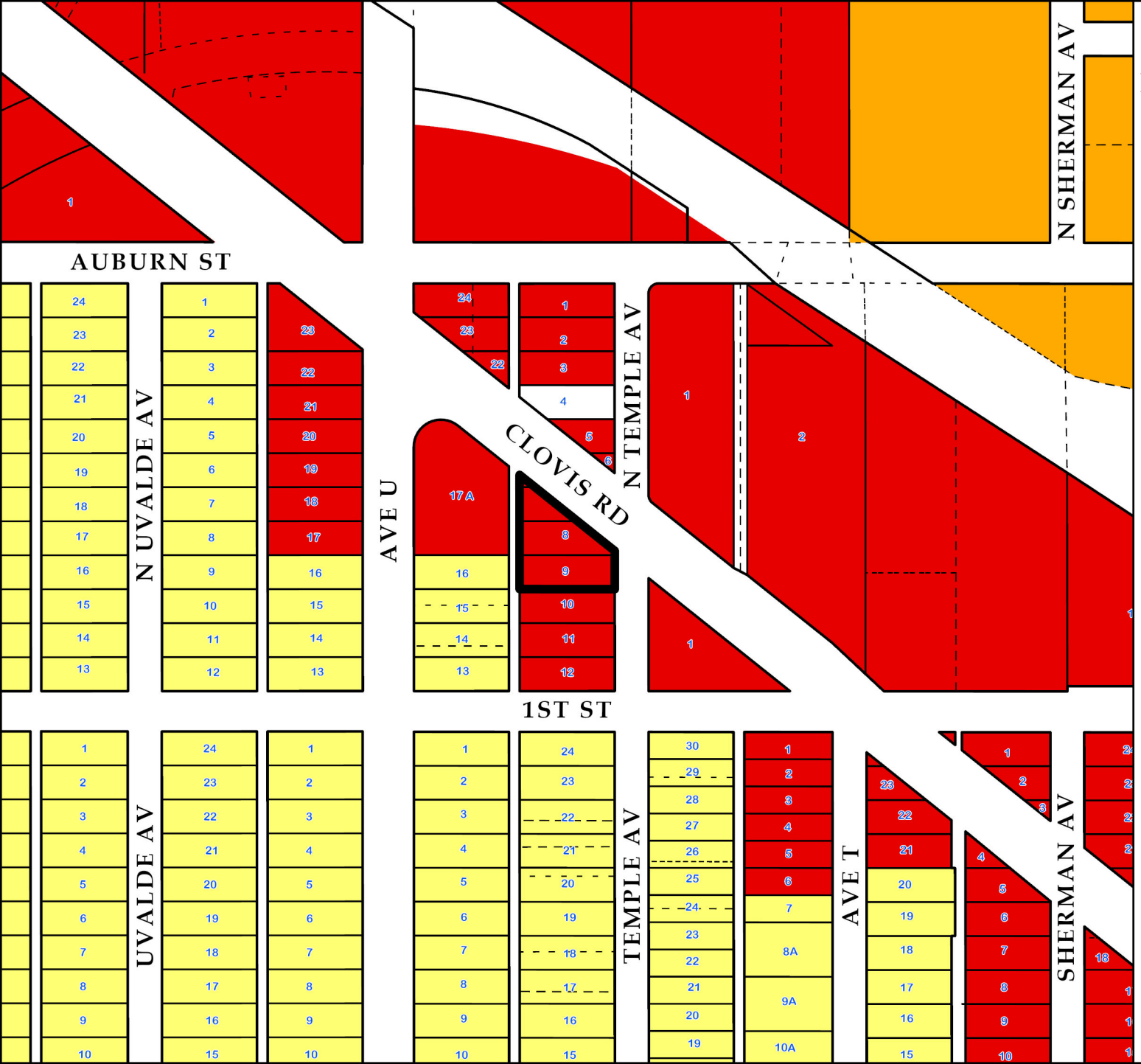
- Family Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Heavy Manufacturing
- Single Family
- Multi-Family

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

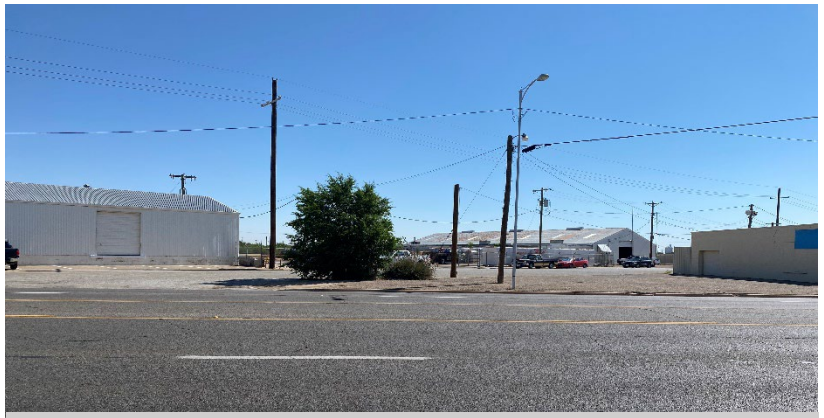
0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022



South View—Subject Property.



North View.



East View.



West View.

0062-F

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.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O0123, 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.

Item Summary

On August 23, 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 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.

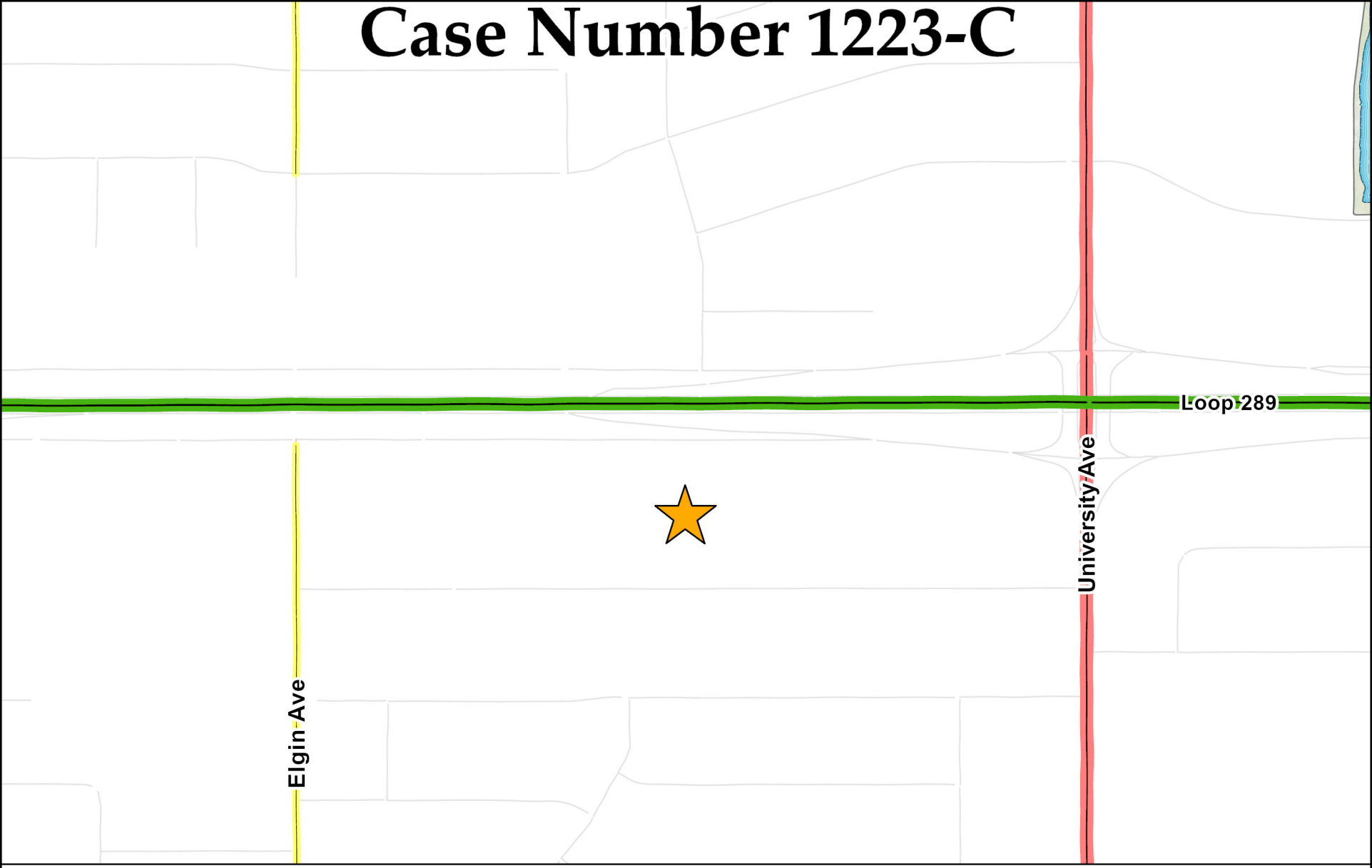
BOARD MEMBER JAMES BELL stated the project makes sense. It will be a nice improvement from what it is now.

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



Legend

- LocatorPnt1223_C
- MailoutBuffer1223_C
- <all other values>

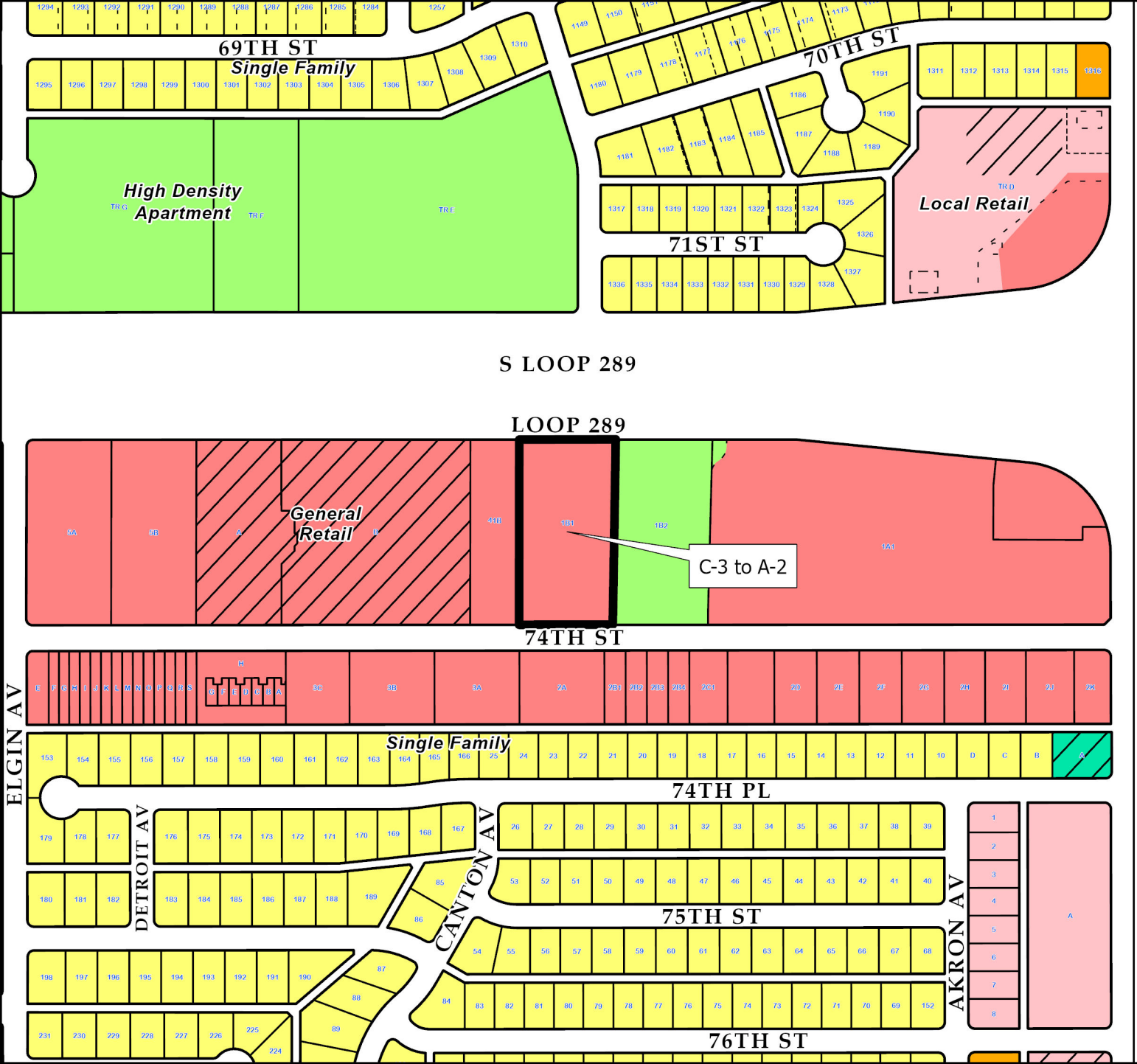
Notification Result

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

Created by Planning Department
Date: 8/1/2022

Case Number 1223-C





Current Zoning
1223-C
Zoning Districts

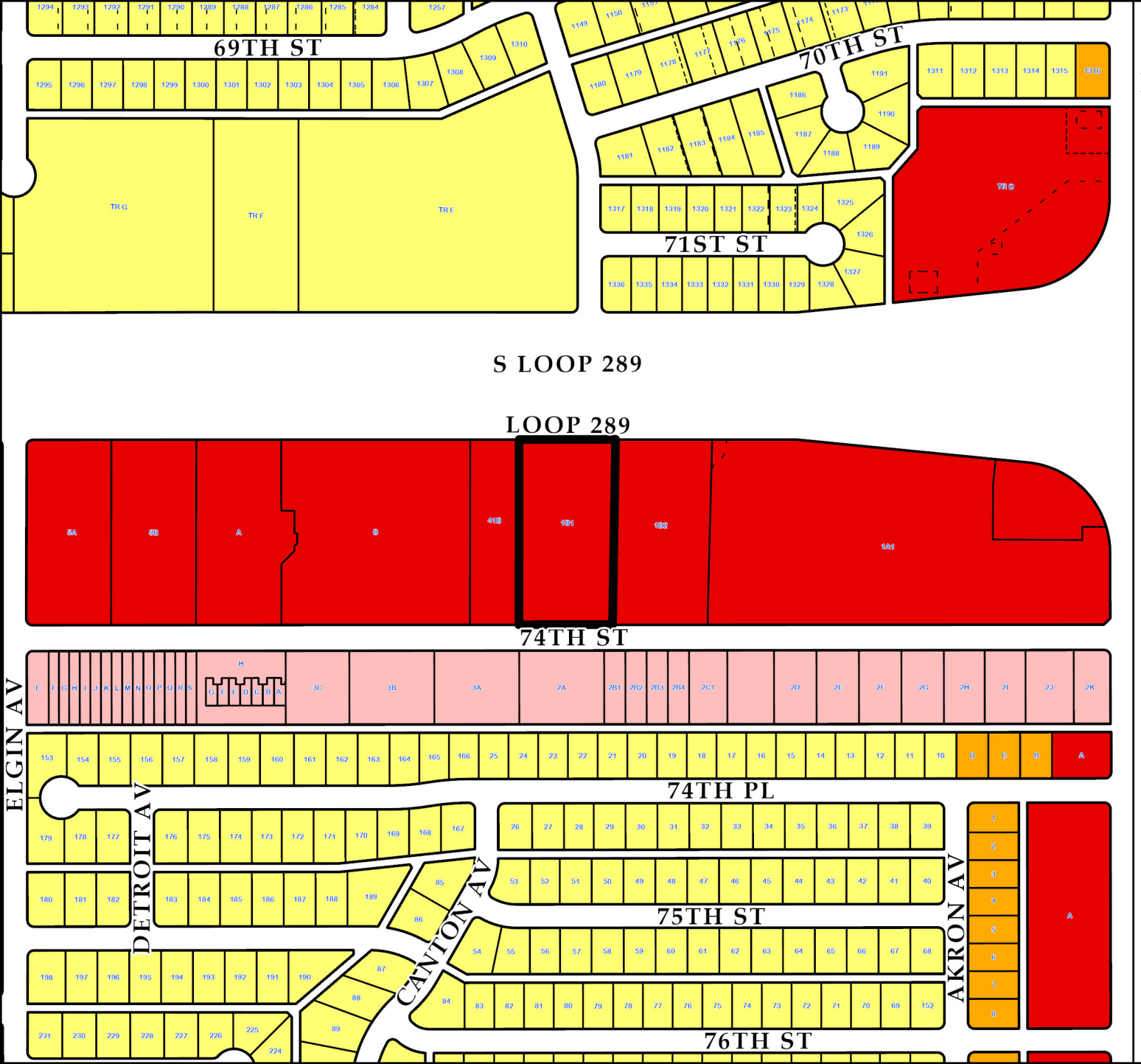
- Family Apartment
- High Density Apartment
- Apartment-Medical Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- General Retail Specific Use
- Single Family
- Two Family

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.

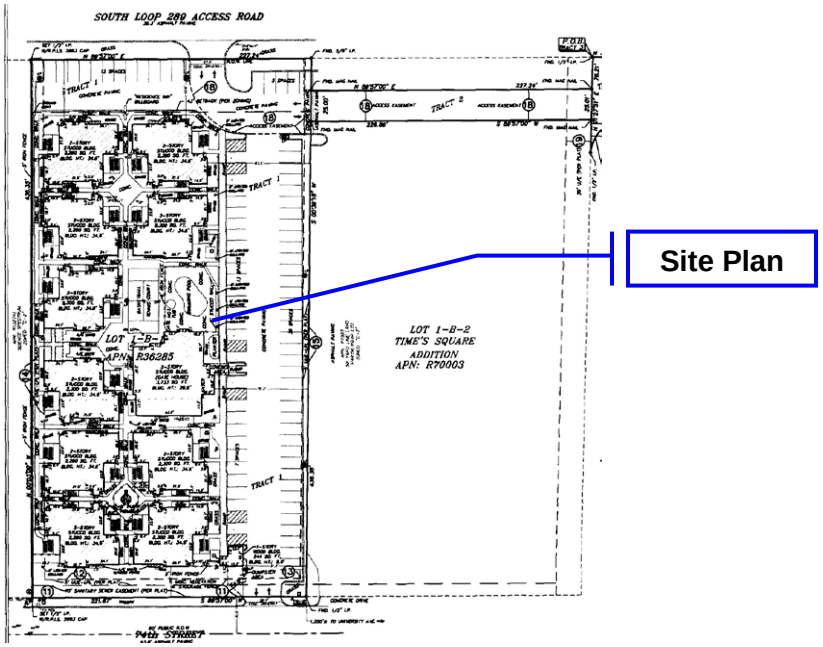


Figure 2 ▪ Proposed Site Plan

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

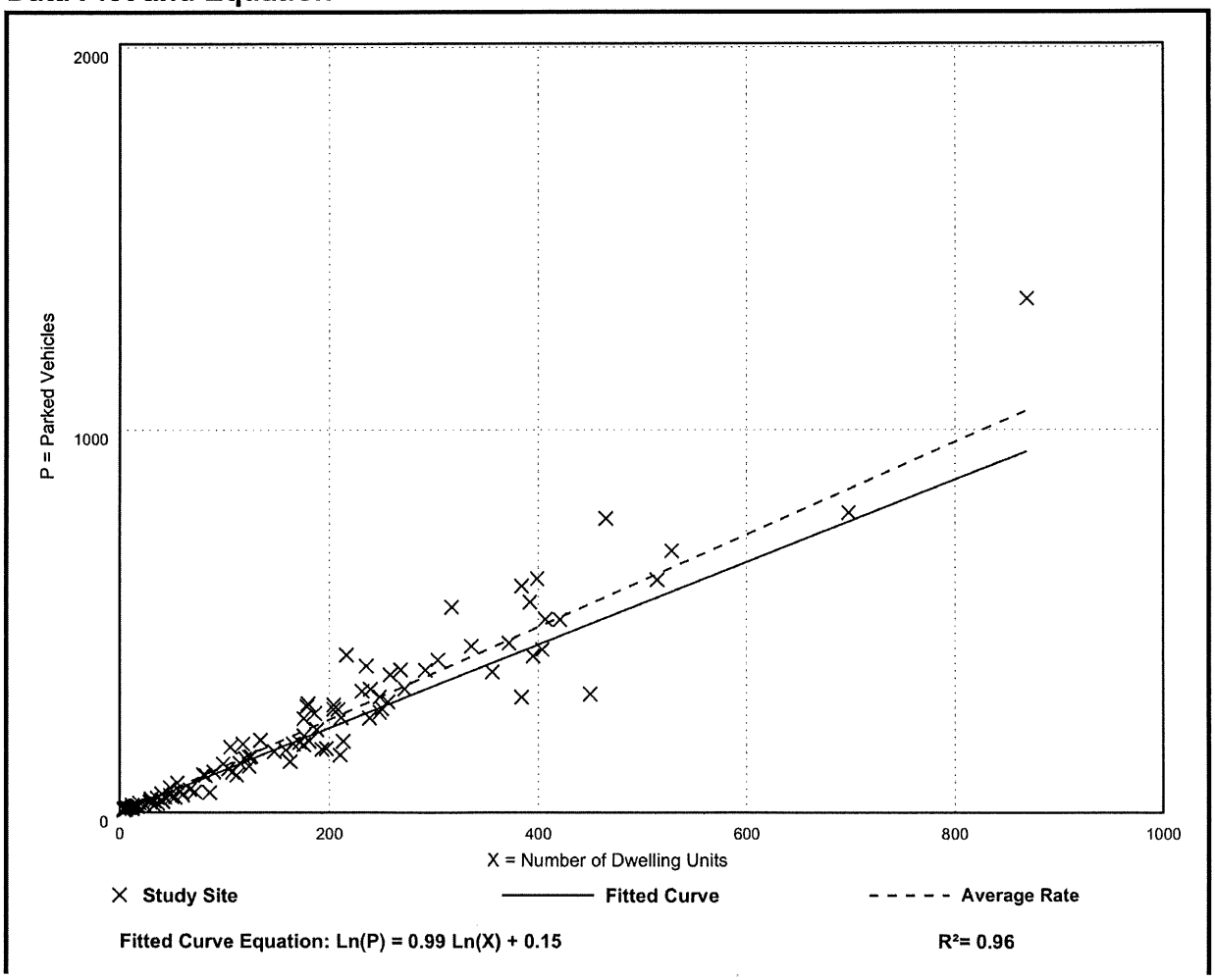
Multifamily Housing (Low-Rise)
(220)

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



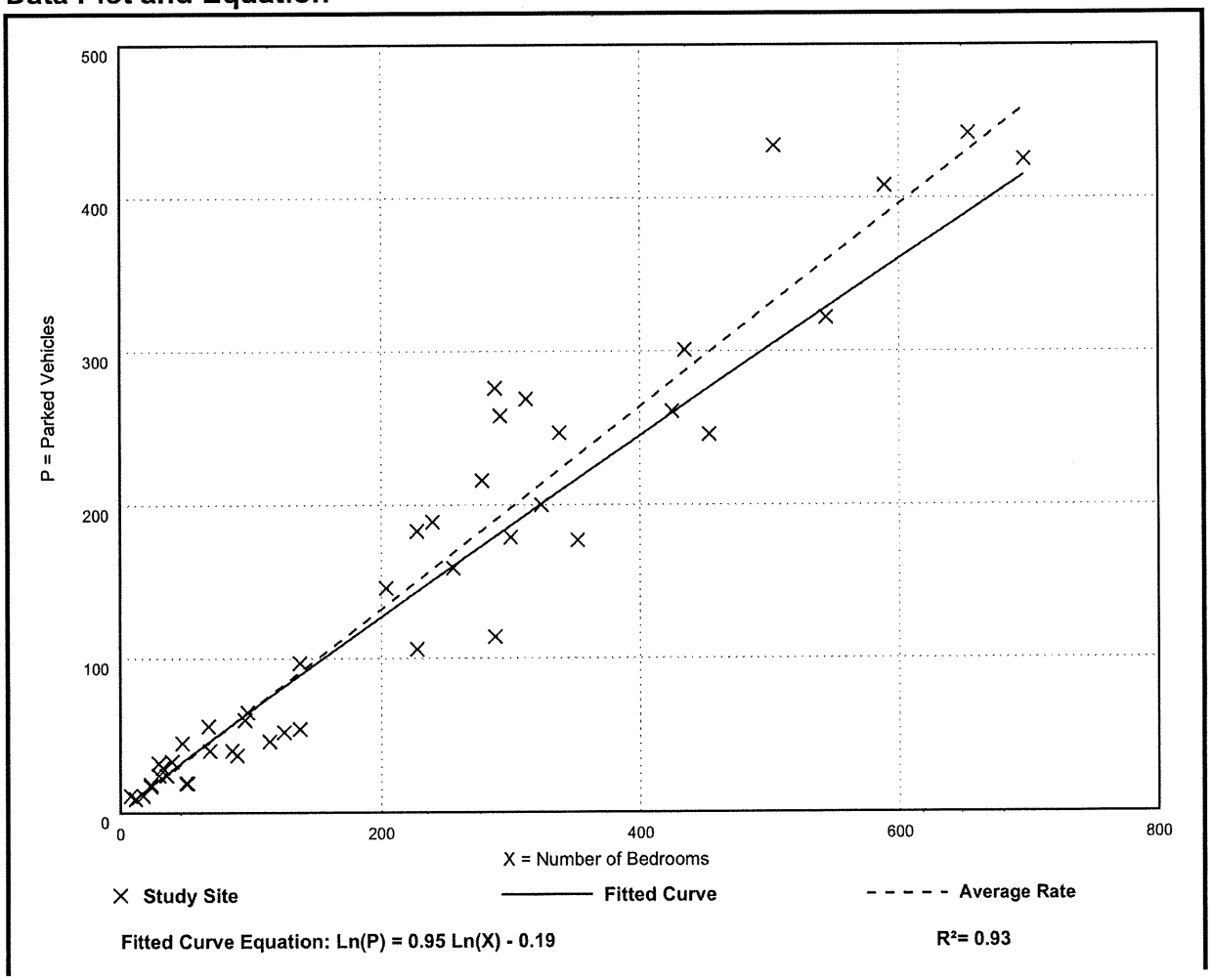
Multifamily Housing (Low-Rise)
(220)

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

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.:** ***1223-C***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Subodh I. PATEL

Signature: Subodh I. 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

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.

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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

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.:** ***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: Mark A. 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

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-O0124, 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.

Item Summary

On August 23, 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 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

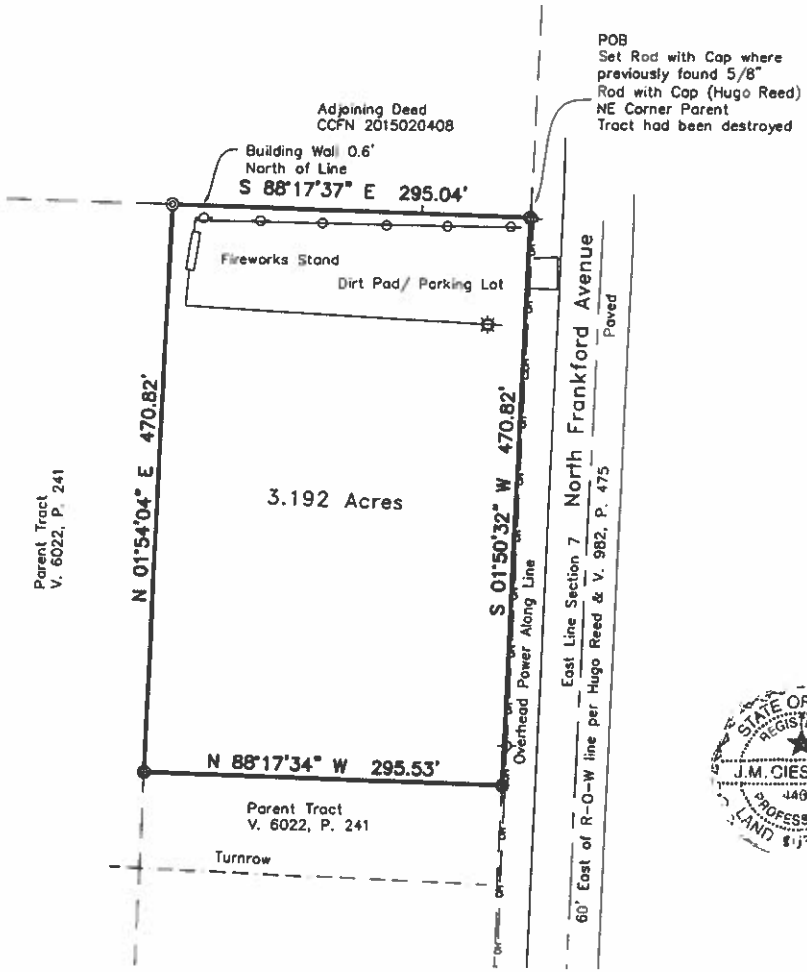
APPROVED AS TO FORM:

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 4A2.54\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.

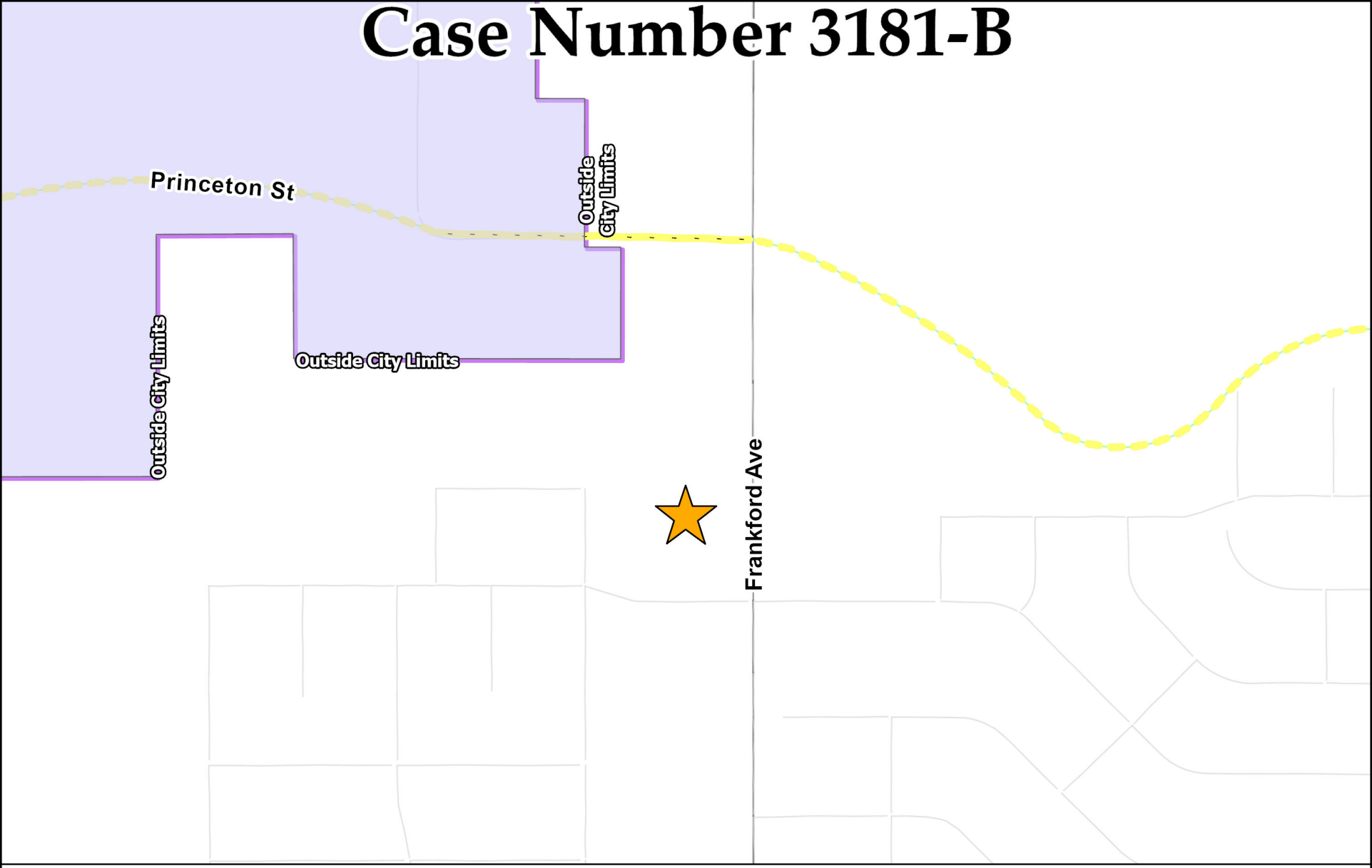
APPLICANT REPRESENTATIVE JON CIESZINSKI 2737 81st Street, Abacus Engineering, represented AK Mittal, the owner of the property. He feels low-density commercial is a better use for the area than an office. Mr. Mittal owns Cooper Drive-In and is considering a potential restaurant on this property.

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.

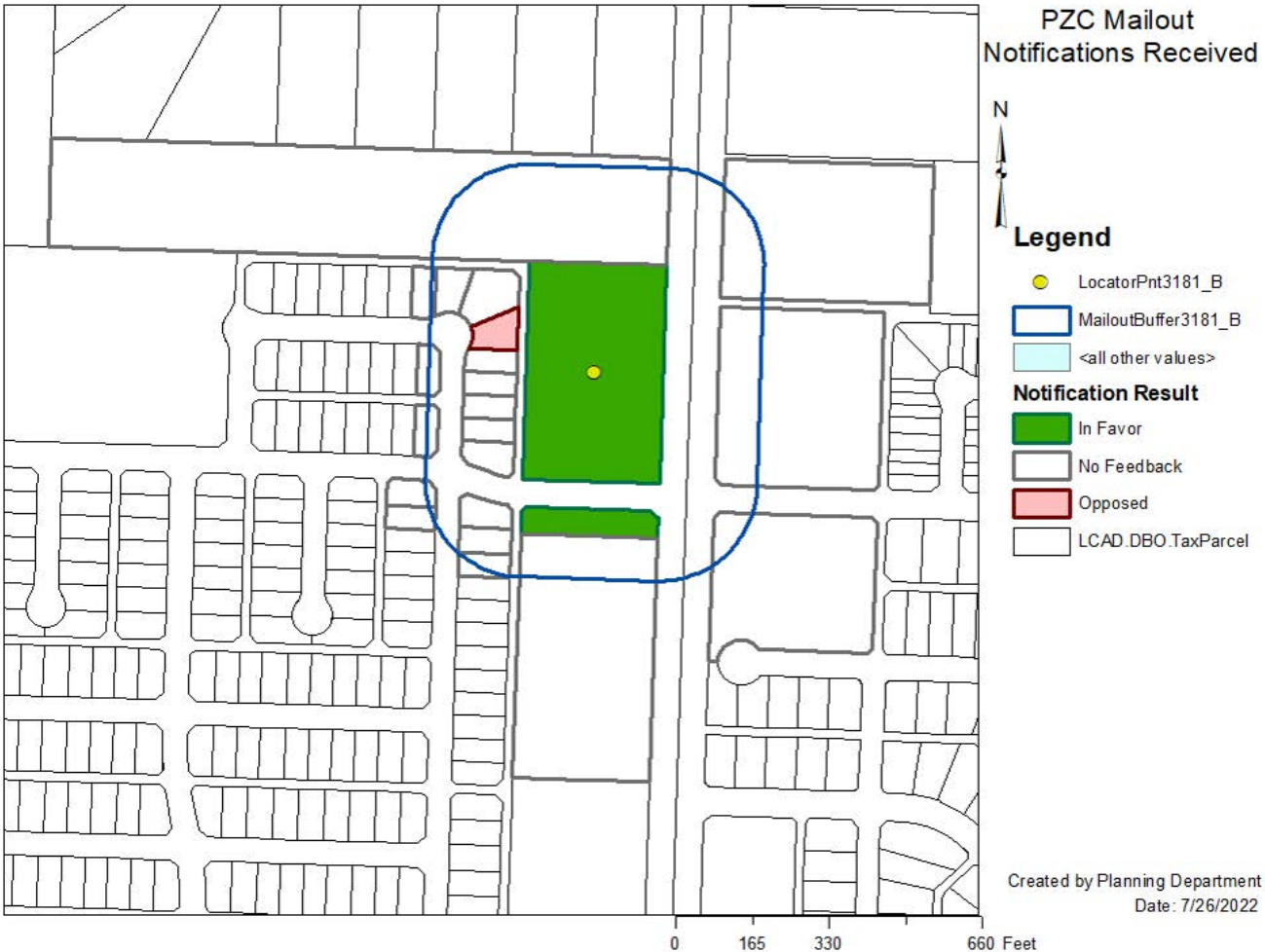
Case Number 3181-B



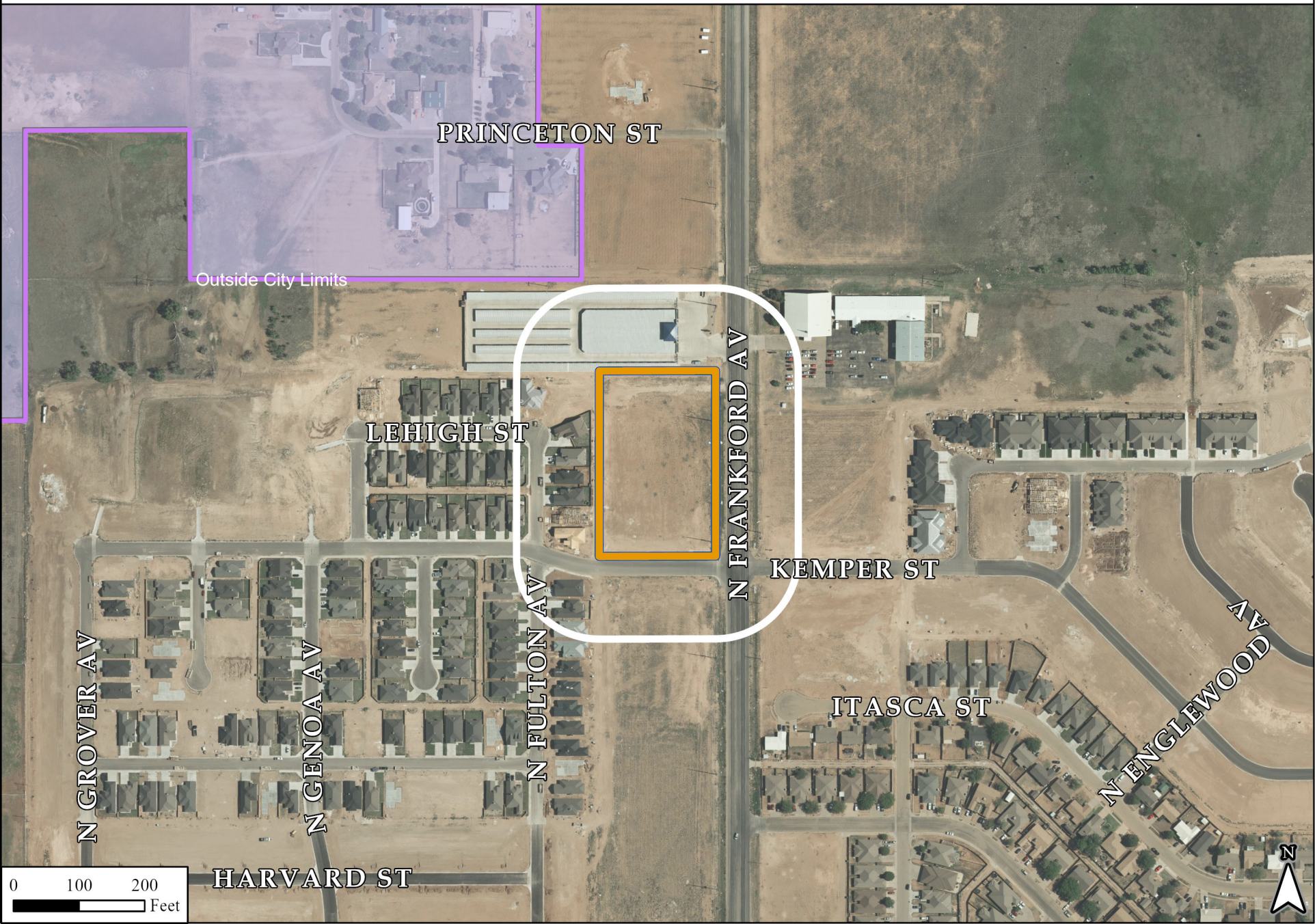
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

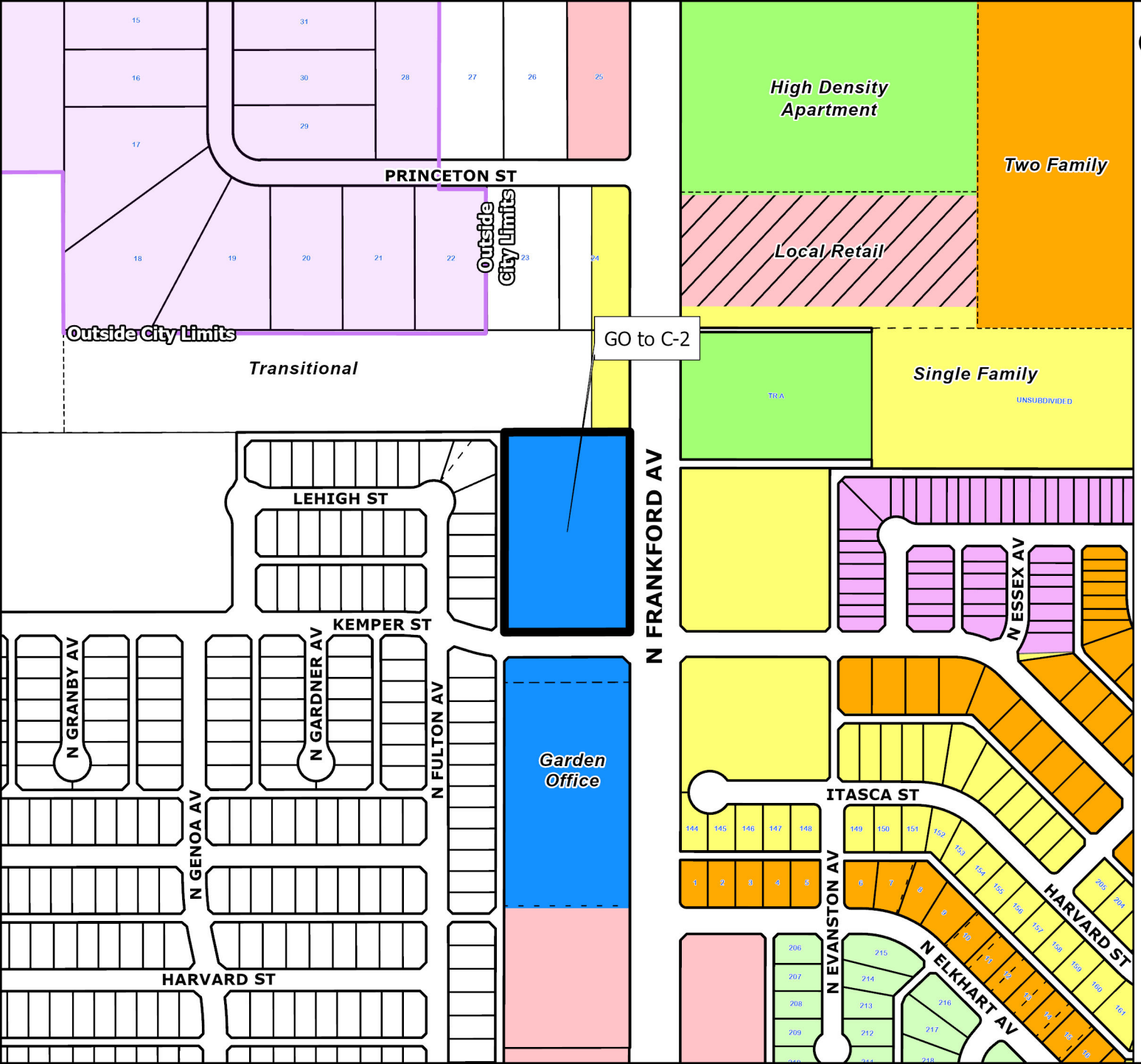
N
W E
S

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

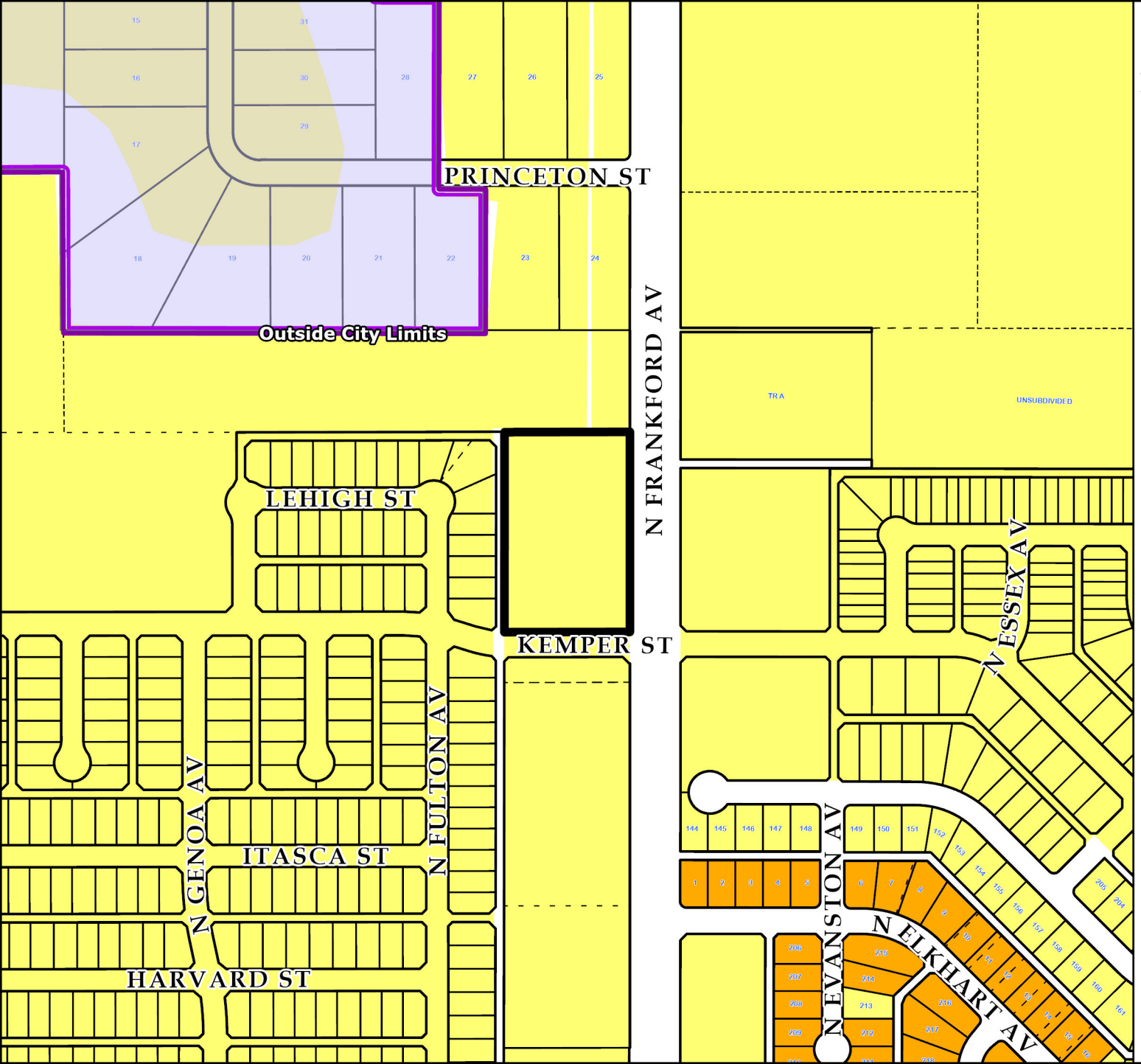
- Family Apartment
- High Density Apartment
- Local Retail
- Local Retail Specific Use
- Garden Office
- Single Family
- Single Family with Reducded Setbacks Specific Use
- Two Family
- Transitional

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

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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.:** ***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

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Professional Services Contract 16614, with RAYO Planning, for the development of neighborhood plans for the Jackson-Mahon (District 1) and Dunbar-Manhattan Heights (District 2) neighborhoods.

Item Summary

Plan Lubbock 2040, the City's Comprehensive Plan, was adopted by the City Council in December 2018. This plan contains a framework of goals, actions, and timeframes for the City of Lubbock to implement, in order to support the vision expressed in the document. One of the implementation goals was to formally initiate a Lubbock Neighborhood Planning Program. In April 2022, upon recommendation from the Neighborhood Planning Committee, the City Council approved Dunbar-Manhattan Heights (District 2) and Jackson-Mahon (District 1) neighborhoods, to be the first 2 neighborhoods to receive a Neighborhood Plan.

The Planning Department composed a Request for Qualifications (RFQ), which outlined the City of Lubbock's expectations for communication, scope of work, and project approach. RFQ 22-16614-MA was published on May 17, 2022 with a deadline for submissions on June 10, 2022. The following submittals were received and reviewed on June 17, 2022. The proposals were evaluated using the following criteria: 30 Points for Project Team Organization and Qualifications, 30 Points for Experience on Similar Projects, 30 Points for Project Approach, 10 Points for Overall Responsiveness to the RFQ, and a Pass/Fail for the Required Documents Submitted. The maximum point value is 100 points per evaluator. After the proposals were evaluated by a 3-person committee, the following ranking was obtained.

Consultants	Points
RAYO Planning, Dallas, TX	94.60
Kimley-Horn and Associates, Inc., Dallas, TX	86.93
SK Architecture Group, Lubbock, TX	53.33

The Evaluation Committee recommends the award to the highest ranked contractor, RAYO Planning, of Dallas, Texas, for $173,900. The time for completion is 12 months, with the option to extend the contract up to an additional 6 months, at no additional cost.

Fiscal Impact

The cost of this contract, $173,900, is funded in Capital Improvement Project 92706.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - RAYO Planning
Contract - RAYO Planning
Budget Detail for Neighborhood Planning

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. 16614 for a Neighborhood Planning Consultant as per RFQ 22-16614-MA, by and between the City of Lubbock and RAYO Planning of Dallas, TX, 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.ProfessionalServiceAgreement 16614- RAYO Planning
08.31.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No 16614 entered into this _____ day of _____ 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and RAYO Planning, (the "Consultant"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Consultant to provide professional services for the creation of two neighborhood plans for North and East Lubbock and the creation of a neighborhood planning policy for the City of Lubbock, (the "Activities"); and

WHEREAS, the Consultant has a professional staff experienced and is qualified to provide professional consulting 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 Consultant to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Consultant to provide professional services related to the Activities, and Consultant 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 Consultant hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date (September 13, 2022) and continues without interruption for a term of 12 months. If the City determines that additional time is required to complete the Services, the Director of Planning, 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 Consultant shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Consultant shall receive as consideration for the performance of the Services, an amount not to exceed $173,900, 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 Consultant. In the event this Agreement is so terminated, the City shall only pay the Consultant for services actually performed by the Consultant up to the date the Consultant is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Consultant 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 Consultant 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 Consultant 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 Consultant. This Agreement constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms thereof.

D. Consultant. The Consultant 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 Consultant 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 Consultant warrants that any materials provided by the Consultant 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 Consultant shall be solely responsible for ensuring that any materials provided by the Consultant pursuant to this Agreement satisfy this

requirement and the Consultant 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 Consultant's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Consultant 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 Consultant and the City agree that the Consultant 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 Consultant 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 Consultant and the Consultant's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

The Consultant 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 Consultant 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 Consultant 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 Consultant shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Consultant 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 Consultant 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 Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant 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 Consultant maintains said coverage. The Consultant 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 Consultant fails to maintain the required insurance in full force and effect, the Consultant 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 Consultant'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 Consultant may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant, as set forth on Exhibit B, attached hereto, under this Agreement, provided that the City approves the retaining of Sub- consultants. The Consultant is at all times responsible to the City to perform the Services as provided in this Agreement and the Consultant 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 Consultant shall be required by the Consultant to carry, for the protection and benefit of the City and the Consultant and naming said third parties as additional insureds, insurance as described above required to be carried by the Consultant in this Agreement.

The Consultant 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 Consultant 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 CONSULTANT 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 Consultant, 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 Consultant 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 Consultant to the City or the City to the Consultant 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. Consultant's Address. The Consultant's address and numbers for the purposes of notice are:

RAYO Planning
Victoria Ferrell-Ortiz
515 Centre Street #5244
Dallas, TX 75208
Telephone: 214-773-1032
Email: vferrellortiz@rayoplanning.com

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

Wilson Bowling
City of Lubbock
P.0. Box 2000 1314
Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3224
Email: wbowling@mylubbock.us

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 Consultant non-confidential studies, reports and other available data in the possession of the City pertinent to the Consultant's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Consultant's Services under this Agreement (the "Provided Data"). The Consultant 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 Consultant 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 Consultant's books and records with respect to this Agreement between the Consultant and the City.

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

D. Assignability. The Consultant 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 Consultant, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Consultant, 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 Consultant and the City.

I. Entire Agreement. This Agreement, including Exhibits "A, B, and C-C3" attached hereto, contains the entire agreement between the City and the Consultant, 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 Consultant and the City.

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

L. Notice of Waiver. A waiver by either the City or the Consultant 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 Consultant.

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 Consultant 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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

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

RAYO Planning

Victoria Ferrell-Ortiz, Co-Founder

City of Lubbock, TX
Capital Project
August 26, 2022

Capital Project Number:	92706
Capital Project Name:	Neighborhood Plan Development and Implementation

	Budget
Encumbered/Expended	
Agenda Item September 13, 2022	
RAYO Planning - Contract 16614	173,900
Encumbered/Expended To Date	173,900
Estimated Costs for Remaining Appropriation	
Additional Services	76,100
Remaining Appropriation	76,100
Total Appropriation	$ 250,000

AI# 10992
Regular City Council Meeting 6. 1.
09/13/2022:

Information

Agenda Item

Public Hearing - Police Department: Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

Item Summary

Texas Local Government Code - Section 370.002 requires:

> "(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the Commissioner's court of the county shall:
>
> (1) Review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
> (2) Conduct public hearings on the need to continue the ordinance or order; and
> (3) Abolish, continue, or modify the ordinance or order.
> (b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire."

The Juvenile Curfew ordinance is a valuable tool for reducing school truancy and criminal activity. The ordinance is enforced by the LPD as well as the LISD Police Department. The ordinance increases citizen awareness of juvenile offenses and the need to monitor juvenile offender activities through aggressive intervention and enforcement.

A review of the ordinance and enforcement effectiveness, for January 1, 2019 through June 30, 2022, indicates the LISD Police Department issued 180 Juvenile Curfew citations and the Lubbock Police Department issued 198 Juvenile Curfew citations for a combined total of 378 citations. According to Lubbock Municipal Court, the fine for a Juvenile Curfew Violation is $146.00. The 378 citations issued is a prime indicator of the impact this ordinance can have on our reported crime. The ability of both agencies to prevent juvenile related crime is greatly enhanced by the remedy the ordinance provides an officer when dealing with juvenile offenders.

The chart below lists juvenile arrests made by the Lubbock Police Department for juveniles sixteen (16) years of age and under for crimes that occurred during nighttime curfew hours on Thursday, Fridays, and Saturdays from January 1, 2019 – June 30, 2022. It should be noted that not every juvenile arrested received a curfew citation.

All Charges Against Juvenile During Nighttime Curfew Hours January 2019 through June 30, 2022				
Charge	**2019**	**2020**	**2021**	**2022**
RUNAWAY	23	17	33	10
EVADING ARREST OR DETENTION	12	10	9	6
ASSAULT	7	12	7	4
POSSESSION OF MARIHUANA	7	9	3	2
UNAUTHORIZED USE OF A VEHICLE	6		6	3
BURGLARY OF A VEHICLE	3	3	4	2
CRIMINAL MISCHIEF	4	4	2	
THEFT	2	4	2	2
ENGAGING IN ORGANIZED CRIMINAL ACTIVITY	2	5	2	
POSSESSION OR DELIVERY OF PARAPHERNALIA	3	3	3	
AGGRAVATED ASSAULT		6	2	
RESISTING ARREST SEARCH OR TRANSPORT	2	3	2	
UNLAWFUL CARRYING WEAPONS	1	2	3	1
FAILURE TO IDENTIFY	2	1		3
MISDEMEANOR WARRANT	2	3		1
CONSUMPTION OF ALCOHOL BY MINOR	2	3		
SALE/DISTRIBUTE OR DISPLAY TO MINOR	5			
DISCHARGE OF FIREARM CERTAIN MUNICIPALITY	4			
BURGLARY		2	1	
CRIMINAL TRESPASS			3	
OBSTRUCTION OR RETALIATION	1	1		1
POSSESSION PENALTY GROUP 2	2	1		
CREDIT CARD OR DEBIT CARD ABUSE	1		1	
DIRECTIVE TO APPREHEND	1	1		
FAIL TO LEAVE INFORMATION ATTENDED VEHICLE	1	1		
FAIL TO LEAVE INFORMATION FIXED OBJECT			2	
HARASSMENT BY PERSONS IN CORRECTION FCLTY		1	1	
POSSESSION OF TOBACCO BY MINOR			2	
AGGRAVATED ROBBERY		1		
AGGRAVATED SEXUAL ASSAULT			1	
DISORDERLY CONDUCT		1		
DUI OF ALCOHOL BY MINOR		1		
ELUDING				1
FAIL TO LEAVE INFORMATION UNATTENDED VEH		1		
FAILURE TO REPORT ACCIDENT		1		
INDECENCY WITH A CHILD			1	
INTERFERENCE WITH PUBLIC DUTIES			1	
PLACES WEAPONS PROHIBITED				1
POSS TOBACCO/MINOR		1		
PUBLIC INTOXICATION	1			
ROBBERY	1			
TAMPERING WITH GOVERNMENTAL RECORD		1		
TERRORISTIC THREAT			1	
UNLAWFUL RESTRAINT	1			
TOTAL	**96**	**99**	**92**	**37**

The above data demonstrates that this ordinance and its enforcement are needed in the City of Lubbock to enhance the Lubbock Police Department's ability to investigate and proactively address juvenile crime.

In addition, this ordinance compels parental accountability for their children’s actions through mandated court appearances and court ordered community service. Most violators are required to pay court fees and perform community service assigned by the Municipal Court Juvenile Judge. With this ordinance in place, Municipal Court will continue to have leverage on parental accountability through a fine structure for offenders failing to complete the mandated service hours or for habitually violating the ordinance.

Fiscal Impact

None

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Article 14.03

Resolution

Title 11.Public Safety

Article 14.03 Minors

Division 2. Curfew

Sec. 14.03.031 Established

(a) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 11:00p.m. and 6:00 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 12:00 midnight to 6:00 a.m.

(b) It shall be unlawful for any person aged six (6) to sixteen (16) years of age, inclusive, to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 9:00 a.m. and 2:30 p.m. on a school day.

(1983 Code, sec, 18-47; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.032 Exceptions

(a) Numerous exceptions will be provided in this section to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation. In the following exceptional cases a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this division. This section is intended as a clear general guide for juveniles, their parents and enforcement officials:

    (1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.

    (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom or speech and the rights of assembly whether parade or demonstration, has been permitted by the city pursuant to article 20.10 of this code, or other bona fide religious, social or school activities involving the right to assemble.

    (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult, including travel to and from such location by a direct route.

    (4) When the juvenile is on the sidewalk at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbor does not object to such presence.

    (5) When the juvenile is engaged in employment activities, such as, but not restricted to, newspaper delivery.

(b) All of the above cited exceptions to this division include travel to and from such activity by a direct route, and this division is in no way to be construed as a limitation upon normal travel by a juvenile engaged in interstate movement.

(c) Each of the foregoing exceptions is severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of

student government associations, school personnel, citizens, neighborhood spokesmen, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

(d) With respect to section 14.03.031(b) of this division, it shall be an exception that the offense occurred during a scheduled school vacation or holiday observed by the school in which the juvenile is enrolled, or that the juvenile has graduated from high school or received a high school equivalency certificate; or that the juvenile has been emancipated by law; or that the juvenile has permission to be absent from school or to be in a public place from a school official, which in the case of a child being educated in a home school includes [a Parent.]

(1983 Code, sec. 18-48, Ordinance 2004, 00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec, 1, adopted 8/23/2012)

Sec. 14.03.033 Parental responsibility

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place or to be or remain in any establishment other than for excepted activities during the curfew hours established by this division. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of the juvenile's whereabouts during the hours of curfew established by this division. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

(1983 Code, sec. 18-49; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.034 Establishment owner's responsibility

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this division beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that a juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the Lubbock Police Department that juveniles present on the premises after hours have refused to depart.

(1983 Code, sec. 18-50; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.035 Police procedures

(a) A city police officer, upon finding or having his or her attention call to any juvenile in or on a public place or in or on the premises of a business establishment in prima facie violation of this division, may take the juvenile into custody. Such juvenile may be transported to a juvenile curfew processing office designated by the police chief. Upon arrival at the juvenile curfew processing office, a parent, legal guardian or other responsible adult shall be immediately notified to pick up such juvenile at the juvenile curfew processing office. A police officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian or other responsible adult under circumstances deemed appropriate by the officer. A police officer also may issue a warning notice to the juvenile in accordance with section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under sections 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the Family Code pertaining to such conduct, and juveniles in prima facie violation of such provisions may not be taken to the city's curfew processing facility.

(b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstances of such activity by the juvenile. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgement in determining age. Police procedures shall be constanly refined in the light of experience, and changes herein may e made on the basis of such experience.

(c) In any event, a police officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriate authorities. However, the police department shall have the discretion to refuse to release a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the juvenile curfew processing office for more than six (6) hours. During such time, the following procedures shall be observed:

    (1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;

    (2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;

(3) The juvnile may not be held longer than necessary to accomplish the purpose of identification, investigation, processing, release to parents, guardians or custodians and arrangement of transportation to school or court;
(4) The office may not be designated or intended for residential purposes; and
(5) The juvenile must be under continuous visual supervision by a peace officer or other person during the time the juvenile is in the juvenile curfew processing office.

(1983 Code, sec. 18-51; Ordinance 2004-00114, sec, 1, adopted 10/11/2004; Ordinance 2012-00084, sec, 1, adopted 8/23/2012)

Sec. 14.03.036 Penalties

Prevailing community standards as reflected by this division require the availability of criminal penalties in order for this division to be viable instrument for the maintenance of such standards. Consequently, violation of this division by a juvenile, parent or business establishment owner or operator, shall be deemed a misdemeanor punishable in accordance with section 1.01.004 of this code,

(1983 Code, sec. 18-52; Ordinance 2004-00114, sec, 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.037 Severability

Severability is intended throughout and within this division. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstance is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the division in any and all other respects shall not be affected thereby. It is intended that this division be held inapplicable in any case if such exists, where its application would be unconstitutional. A constitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States of America.

(1983 Code, sec. 18-53; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.038 Continuing evaluation

Ordinance 2004-00114, which is codified as this division, shall be reviewed every third year prior to October 30 of such year as required by section 370.002 of the Local Government Code. The first review shall be conducted no later than October 30, 2007, and every third year thereafter. Such review shall be conducted following a public hearing upon the need to continue this division, and the city council shall have the option to continue, abolish or modify this division based upon their review of this division's effects on the community and on the problems this division is intended to remedy.

(1983 Code, sec. 18-54; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

RESOLUTION

WHEREAS, Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances requires the City of Lubbock to review its juvenile curfew ordinance every third year prior to October 30, the day of initial passage of such ordinance; and

WHEREAS, the City Council is required to review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the ordinance, and either abolish, take action to continue, or modify the ordinance as it sees fit; NOW THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock, having reviewed the City's juvenile curfew ordinance and program, and having conducted public hearings as required by Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances, finds that the City of Lubbock Juvenile Curfew Ordinance shall be [ ] abolished [ ] continued [ ] modified. (Check only one.)

SECTION 2. THAT the Police Chief is hereby authorized and directed to take whatever actions are necessary to comply with the City Council's decision expressed herein with regard to the City of Lubbock's juvenile curfew ordinance and program.

First public hearing conducted on: _____, 2022.

Second public hearing conducted on: _____, 2022.

Passed by the City Council on _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Neal Barron
for Floyd Mitchell
_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.JuvenileCurfew 2022.docx

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE.

(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
(2) conduct public hearings on the need to continue the ordinance or order; and
(3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a) (1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31, 1995.

Sec. 370.003. MUNICIPAL OR COUNTY POLICY REGARDING ENFORCEMENT OF DRUG LAWS. The governing body of a municipality, the commissioners court of a county, or a sheriff, municipal police department, municipal attorney, county attorney, district attorney, or criminal district attorney may not adopt a policy under which the entity will not fully enforce laws relating to drugs, including chapters 481 and 483, Health and Safety code, and federal law.

Added by Acts 1997, 75th Leg., ch. 971, Sec. 1, eff. Sept. 1, 1997.

AI# 10972
Regular City Council Meeting 6. 2.
09/13/2022:

Information

Agenda Item

Public Hearing - Planning (District 2): Hold a public hearing and consider an ordinance for a request for annexation, from Lone Oak Homes, LC, a Texas Limited Company, to annex an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard.

Item Summary

On August 9, 2022, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and the property owners.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and West of Martin Luther King Jr. Boulevard.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Annexation Ordinance - 82nd and MLK
Annexation Map - 82nd and MLK
Annexation Agreement - 82nd and MLK
Annexation Documents - 82nd and MLK
Metes and Bounds - 82nd and MLK

ORDINANCE NO. _____

AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA GENERALLY DESCRIBED AS APPROXIMATELY 144 ACRES IN THE CITY OF LUBBOCK'S EXTRATERRITORIAL JURISDICTION, LUBBOCK COUNTY, TEXAS, WITH SUCH AREA BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock (the "City Council"), received from the property owner (the "Petitioner") of an area of land generally described as approximately 144 acres in the City of Lubbock's extraterritorial jurisdiction, Lubbock County, Texas contiguous to the city limits (the "Area"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

WHEREAS, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into an Annexation Agreement (the "Agreement"), by and between the City of Lubbock and the Petitioner at the City Council's regularly scheduled meeting on August 9, 2022, with a copy of the Agreement being attached to and incorporated herein as "Exhibit A"; and

WHEREAS, the City Council directed that the annexation of the Area contemplated in the Agreement be effectuated through this Ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE,**

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

SECTION 1. THAT the Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached "Exhibit B," and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

SECTON 2. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 3. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official

map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

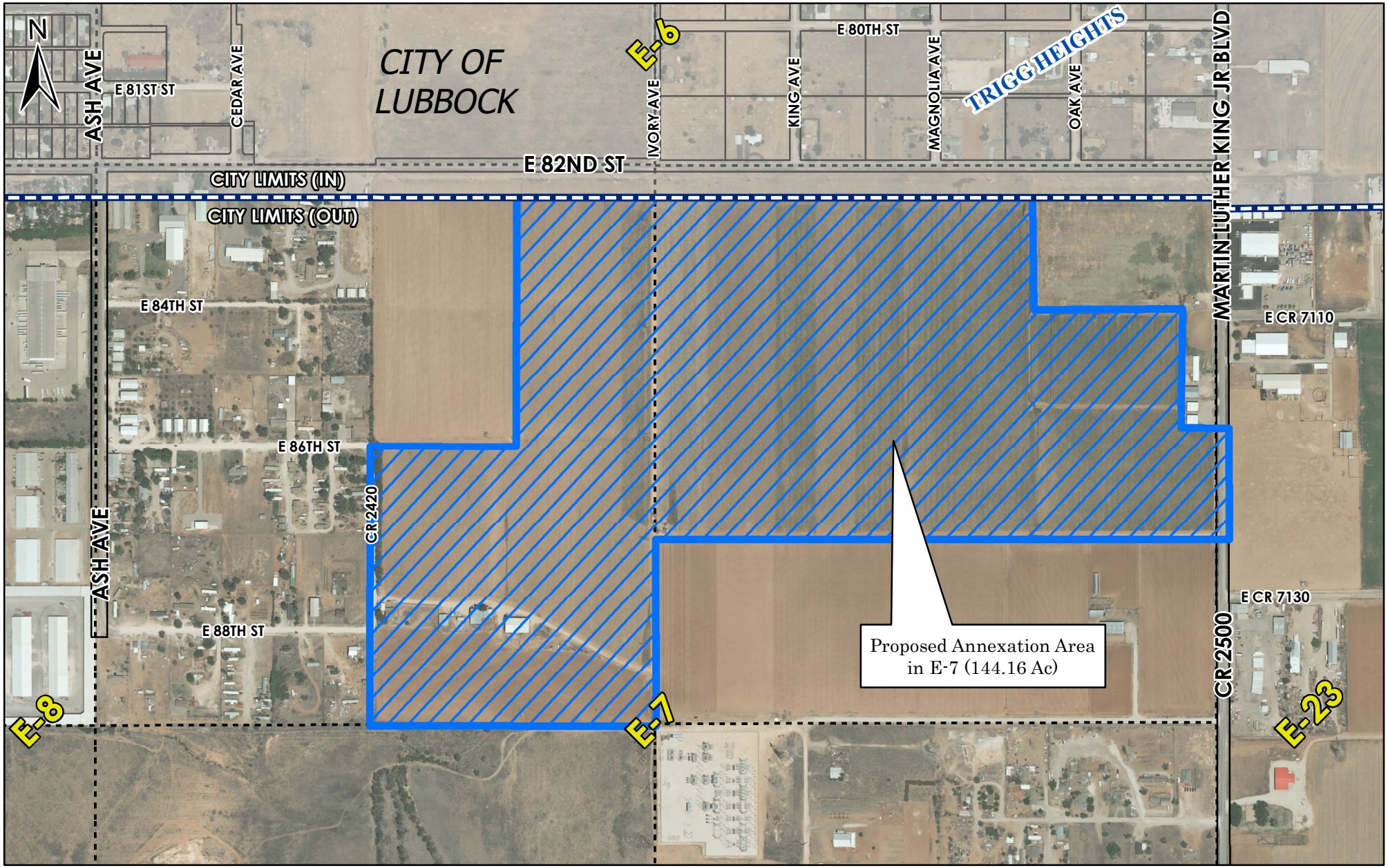
_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. Annexation – Lone Oak Homes Petition Annexation
8.25.22

Proposed Annexation Area (144.16 Ac) Located in Section 7, Block E, Lubbock County



Digital Orthophotography - May 2021

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

0 500 1000 1500 2000 2500

Feet

City of Lubbock TEXAS

Resolution No. 2022-R0343
Item No. 7.2
August 9, 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, an Annexation Agreement, by and between the City of Lubbock and Lone Oak Homes, LC, 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 August 9, 2022

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.AnnexationAgreement_Lone Oak Homes
7.25.22

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND LONE OAK HOMES, LC, A TEXAS LIMITED COMPANY

This Municipal Services Agreement ("Agreement") is entered into on 22nd day of July, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lone Oak Homes, LC, a Texas limited company ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner owns a certain parcel of land situated in Lubbock, Texas which consists of approximately 144 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit "B" attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES**.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed. This annexation will require the addition of 1 (one) Outdoor Warning System siren.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed

annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date of annexation. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b.*Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a.*Existing Services*: None

b.*Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a.Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b.Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a.*Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary

annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic

control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City. Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead end water main.

e. The annexation area will require a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

xvi. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request.

The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a

waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

A. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

C. The procedural mechanisms in order to annex the Landowners property shall be as follows:

1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

a. All of the services the City will provide to the property once annexed; and

b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

D. The above procedures shall require the consent and signature of the City and the Landowner; and

E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

George Hardberger, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22ND day of JULY, 2022, to certify which witness my hand and official seal.

[Seal]

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for the State of Texas

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Theresa Atiee, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22nd day of July, 2022, to certify which witness my hand and official seal.

[Seal]

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for
the State of Texas

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LONE OAK HOMES, LC

Address: P.O. BOX 1219, LUBBOCK, TX 79408 (mail)

Address: 1602 TEXAS AVE, LUBBOCK, TX 79401

cell Telephone: (806) 548-1451 Email: ghardberger@gmail.com

office Telephone: (806) 745-2687 Email:

Acreage of property: 142.53 Number of lots and proposed use: eventual commercial and residential development

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Lone Oak Homes, LC
By Gary Hardberger, Manager
Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Gary Hardbarger

Signed: Theresa Atiee

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Gary Hardbarger, _____, and Theresa Atiee, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of April, 2022.

NOTARY PUBLIC STATE OF TEXAS
DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

Diana Smith

Notary Public in and for Lubbock County, Texas.

DEED 2012000935
4 PGS

GF#69406

Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 10, 2012

Grantor: BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

Grantee: LONE OAK HOMES, L.C

Grantee's Mailing Address:

P.O. Box 1219
Lubbock, Lubbock County, Texas 79408

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of LONE STAR STATE BANK OF WEST TEXAS in the principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR STATE BANK OF WEST TEXAS and by a first-lien deed of trust of even date from Grantee to ALAN LACKEY, Trustee.

Property (including any improvements):

TRACT 1:
METES AND BOUNDS DESCRIPTION of a 150.97acre tract of land located in Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a pk nail with washer set for the Northeast corner of Section 7, Block E, Lubbock County, Texas, being the Northeast corner of this tract;

THENCE S. 00°05'31" E., along the East line of said Section 7, a distance of 1761.10 feet to a ½" iron rod found at the Northeast corner of a 53.32 acre tract of land described in Volume 7532, Page 268, Official Public Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract;

THENCE N. 89°56'31" W., along the North line of said 53.32 acre tract, a distance of 2639.80 feet to a ½" iron rod with cap found in the East line of the Northwest Quarter of said Section 7, at the Northwest corner of said 53.32 acre tract and a corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7 and the West line of said 53.32 acre tract, a distance of 605.00 feet to a ½" iron rod with cap set for the most Southerly Southwest corner of this tract;

THENCE N. 67°13'56" W., a distance of 860.35 feet to a ½" rod with cap set for a corner of this tract;

THENCE N. 89°55'53" W., a distance of 525.00 feet to a ½" rod with cap set in the East right-of-way line of County Road 24-A described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line, a distance of 709.67 feet to a ½" iron rod with cap found at the Southwest corner of a 8.62 acre tract as described in Volume 5848, Page 61, Real Property Records of Lubbock County, Texas for the most Westerly Northwest corner of this tract;

THENCE S.89°55'53" E., along the South line of said 8.62 acre tract, at 321.87 feet pass a point for the Southeast corner of said 8.62 acre tract and the Southwest corner of a 9.07 acre tract as described in Volume 5848, Page 63, Real Property Records of Lubbock County, Texas, continuing for a total distance of 659.05 feet to a ½" iron rod found at the Southeast corner of said 9.07 acre tract and a corner of this tract;

THENCE N.00°07'09" E., along the East line of said 9.07 acre tract, at 1271.87 feet pass a 5/8" iron rod with cap found in reference, continuing for a total distance of 1321.87 feet to a cotton spindle with washer found in the North line of Section 7, Block E, for the Northeast corner of said 9.07 acre tract and the Northwest corner of this tract;

THENCE S.89°55'30" E., along the North line of said Section 7 a distance of 650.56 feet to a cotton spindle found at the Northeast corner of the Northwest quarter of said Section 7, and a point of intersection;

THENCE S. 89°59'54" E., along the North line of said Section 7, a distance of 2640.31 feet to the POINT OF BEGINNING.

TRACT 2:

METES AND BOUNDS DESCRIPTION of a 15.36 acre tract of land located in the Northwest Quarter of Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a ½" iron rod with cap found at the Southeast corner of the Northwest Quarter of Section 7, Block E, Lubbock County, Texas;

THENCE N. 89°55'53" W., along the South line of the Northwest Quarter of said Section 7, a distance of 1320.10 feet to a ½" iron rod with cap found in the East right-of-way line of County Road 24-A as described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line a distance of 607.00 feet to a ½" iron rod with cap set for the Northwest corner of this tract;

THENCE S.89°55'53" E., a distance of 525.00 feet to a ½" iron rod with cap set for the most Northerly Northeast corner of this tract;

THENCE S. 67°13'56" E., a distance of 860.35 feet to a ½" iron rod with cap set in the East line of the Northwest Quarter of said Section 7, for the most Easterly Northeast corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7, a distance of 275.00 feet to the POINT OF BEGINNING.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

LONE STAR STATE BANK OF WEST TEXAS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR STATE BANK OF WEST TEXAS and are transferred to LONE STAR STATE BANK OF WEST TEXAS without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Betty Louise Williams

BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 10 day of January, 2012, by BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased.

NOTARY PUBLIC STATE OF TEXAS
ROBERT A. BRANDT
Notary Public, State of Texas
My Commission Expires 5-22-2012

Notary Public, State of Texas

MINUTES OF ANNUAL MEETING OF MEMBERS AND MANAGER OF LONE OAK HOMES, LLC

On the 7th of January, 2022 at 10:00 a.m., a called Meeting of the Members and Managers of Lone Oak Homes, LC was held at the offices of George Hardberger at 1602 Texas Avenue, Lubbock, Texas with the following persons present:

GEORGE HARDBERGER and THERESA ATIEE

George Hardberger, Chairman, called the meeting to order. Minutes from the previous meeting were read and unanimously approved. The Chairman gave a financial report. He reported that the crop was not very good. Yield on the MLK farm was well under 2.5 bales per acre, but prices are higher than last year and the quality of the crop was pretty good. Net income will be modest. The Hale County farm made a pretty good crop and the rent check was better than normal.

The Chairman reported that for the 2022 crop, the MLK farm will be rented to Raider Ag, LLC. Dustin Bell and Jason Thomas own Raider Ag and were recommended by Bernie Thiel. Lanny Marshall, the previous tenant, had not done well the two years he rented the farm and voluntarily gave it up.

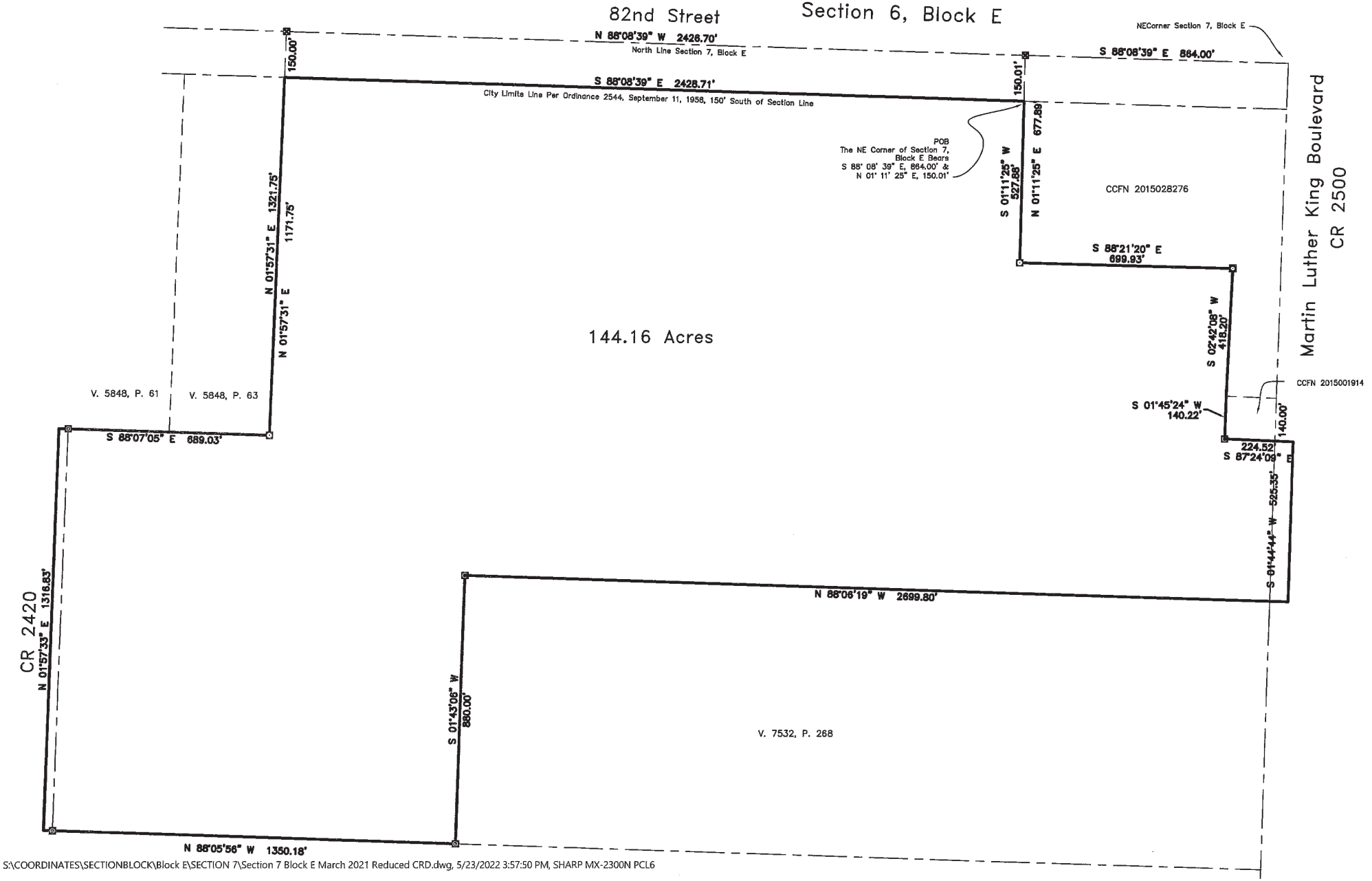
Chairman Hardberger stated that Lone Oak is applying to have the Lubbock farm annexed into the city. That will enable Lone Oak to get city utilities when the time comes for development, which is likely a few years away.

The membership, comprised of George Hardberger and Theresa Atiee, 50% each, unanimously elected George Hardberger as manager for the calendar year 2022.

There being no further business, the meeting was adjourned.

GEORGE HARDBERGER

THERESA ATIEE



S:\COORDINATES\SECTIONBLOCK\Block E\SECTION 7\Section 7 Block E March 2021 Reduced CRD.dwg, 5/23/2022 3:57:50 PM, SHARP MX-2300N PCL6

ABACUS ENGINEERING
SURVEYING
Texas Surveying No. 101153-00
Texas Engineering Firm No. 4368

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES for a 144.16 acre tract of land out of Section 7, Block E, G.C. & S.F. R.R. Co. Survey, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point in the Lubbock City Limits as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958 and the West line of the 14.91 acre tract described in Lubbock County Clerk File Number (CCFN) 2015028276, for the most Northerly Northeast corner of this tract from which the Northeast corner of Section 7 bears N 01° 11' 25" E(Texas North Central Zone Bearing Basis), 150.01 feet and S 88° 08' 39" E, 864.00 feet;

THENCE S 01°11'25" W, with a Westerly line of the 14.91 acre tract, 527.88 feet to a found 1/2" iron rod for a corner of this tract;

THENCE S 88°21'20" E, with a Southerly line of the 14.91 acre tract, 699.93 feet to a found iron rod with orange cap for a corner of this tract.

THENCE S 02°42'08" W, 418.20 feet to the most Southerly Southwest corner of the 14.91 acre tract and a corner of this tract;

THENCE S 01°45'24" W, with the West line of the 0.53 acre tract described in CCFN 2015001914, a distance of 140.22 feet to a found iron rod with yellow cap for the Southwest corner of the 0.53 acre tract and a corner of this tract;

THENCE S 87°24'09" E, with the South line of the 0.53 acre tract, at 164.52 feet pass the East line of Section 7 and the West line of County Road 2500 (Martin Luther King Boulevard), in all 224.52 feet to a point in the East line of County Road 2500 for the most Easterly Northeast corner of this tract;

THENCE S 01°44'44" W, with the East line of County Road 2500(Martin Luther King Boulevard), 525.35 feet to the Southeast corner of this trac t;

THENCE N 88°06'19" W, at 60.00 feet pass the Northeast corner of the 53.327 acre tract described in Volume 7352, Page 268, Lubbock County Official Public Records (LCOPR), continuing, with the North line of the 53.327 acre tract, 2699.80 feet to a found iron rod with yellow cap for a corner of this tract;

THENCE S 01°43'06" W, with the West line of the 53.327 acre tract, 880.00 feet to a found iron rod with yellow cap for the Southwest corner of the Northeast Quarter (NE/4) of Section 7 and the most Southerly Southeast corner of this tract;

THENCE N 88°05'56" W, with the South line of the Northwest Quarter (NW/4) of Section 7, at a distance of 1320.18 feet pass a found iron rod with yellow cap, in all 1350.18 feet to the Southwest corner of this tract;

THENCE N 01°57'33" E, with the West line of County Road 2420, a distance of 1316.83 feet to the most Westerly Northwest corner of this tract;

THENCE S 88°07'05" E, at 30.00 feet pass a found iron rod with yellow cap, continuing along the South line of the two tracts described in Volume 5848, Pages 61 and 63, Lubbock County Real Property Records(LCRPR), 689.03 feet to a found 1/2" iron rod for a corner of this tract;

THENCE N 01°57'31" E, with the East line of the tract described in Volume 5848, Page 63, LCRPR, 1171.75 feet to a point in the Lubbock City Limits line as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958, for the most Northerly Northwest corner of this tract;

THENCE S 88°08'39" E, with the said City Limits line and being 150 feet South of a parallel with the North line of Section 7, Block E, 2428.71 feet to the PLACE of BEGINNING and containing 144.16 acres.

These Notes are based on a survey made on the ground February 22, 2022.
Jonathan M. Cieszinski, RPLS 4460
May 23, 2022



AI# 10909
Regular City Council Meeting
09/13/2022:

6. 3.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0125, 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.

Item Summary

On August 23, 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 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

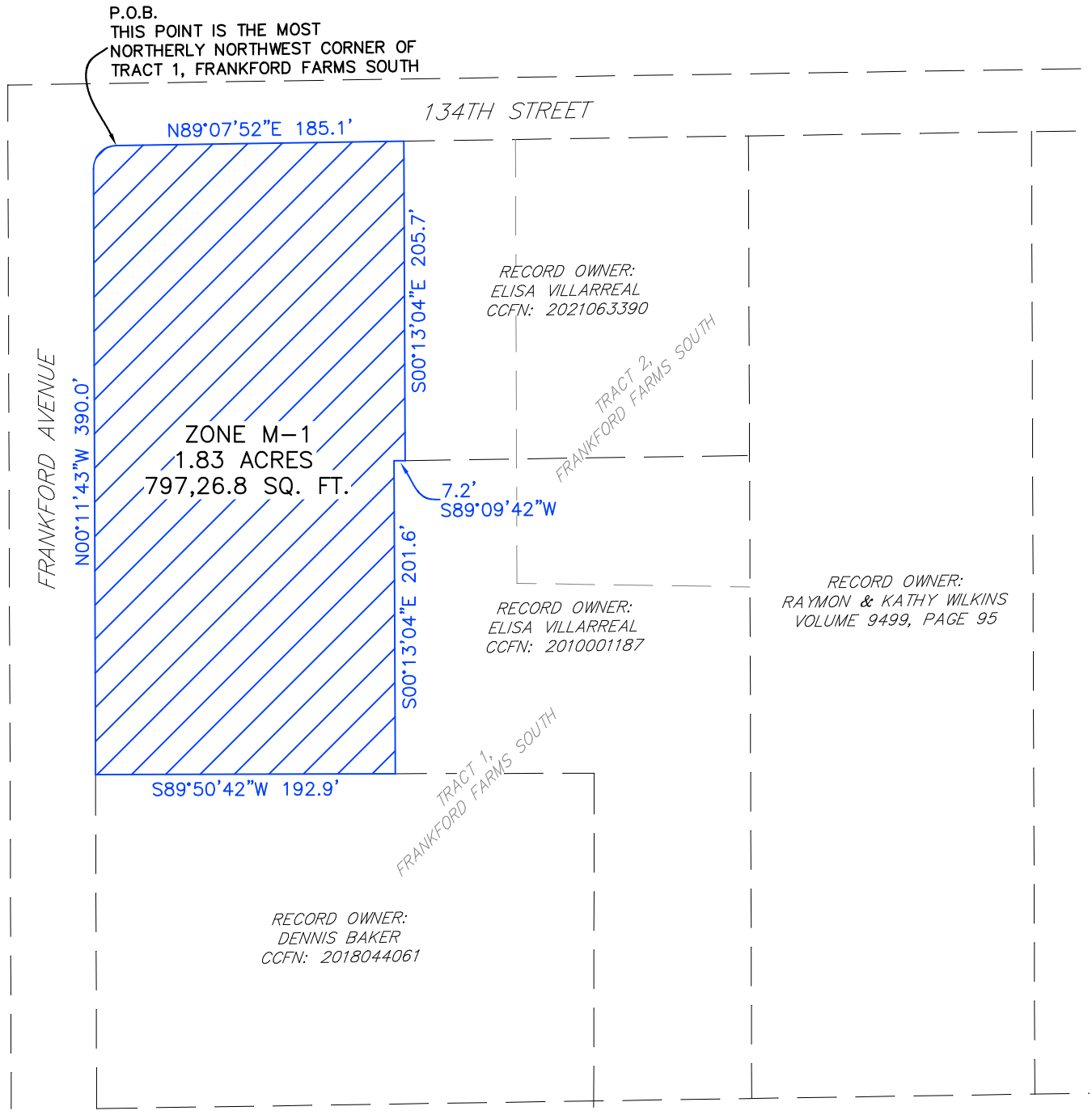
APPROVED AS TO FORM:

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.

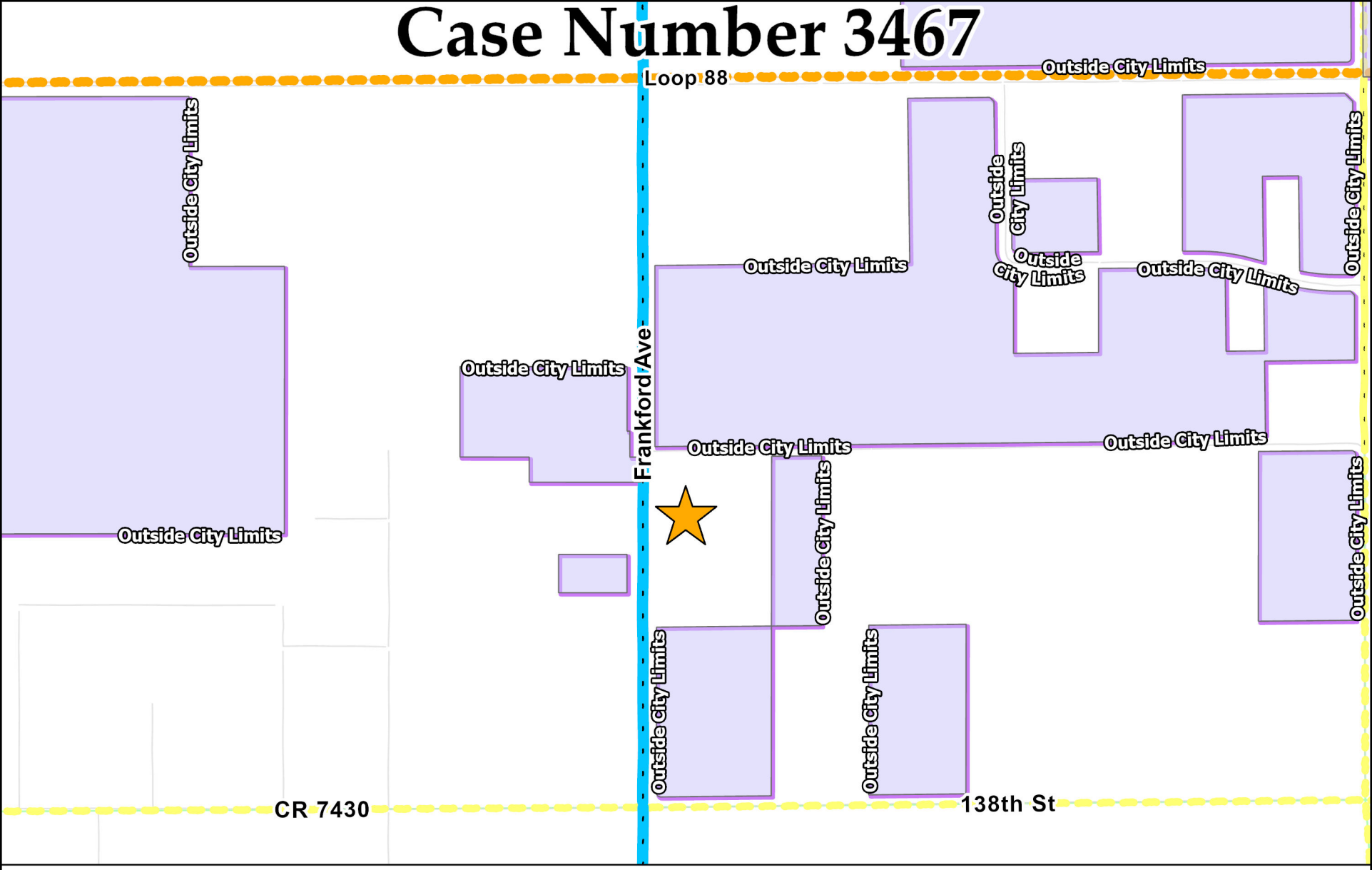
BOARD MEMBER JORDAN WHEATLEY is familiar with the applicant's business, which is appropriate adjacent to the storage building to the north, which has all types of businesses, making it a good fit for the area.

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.

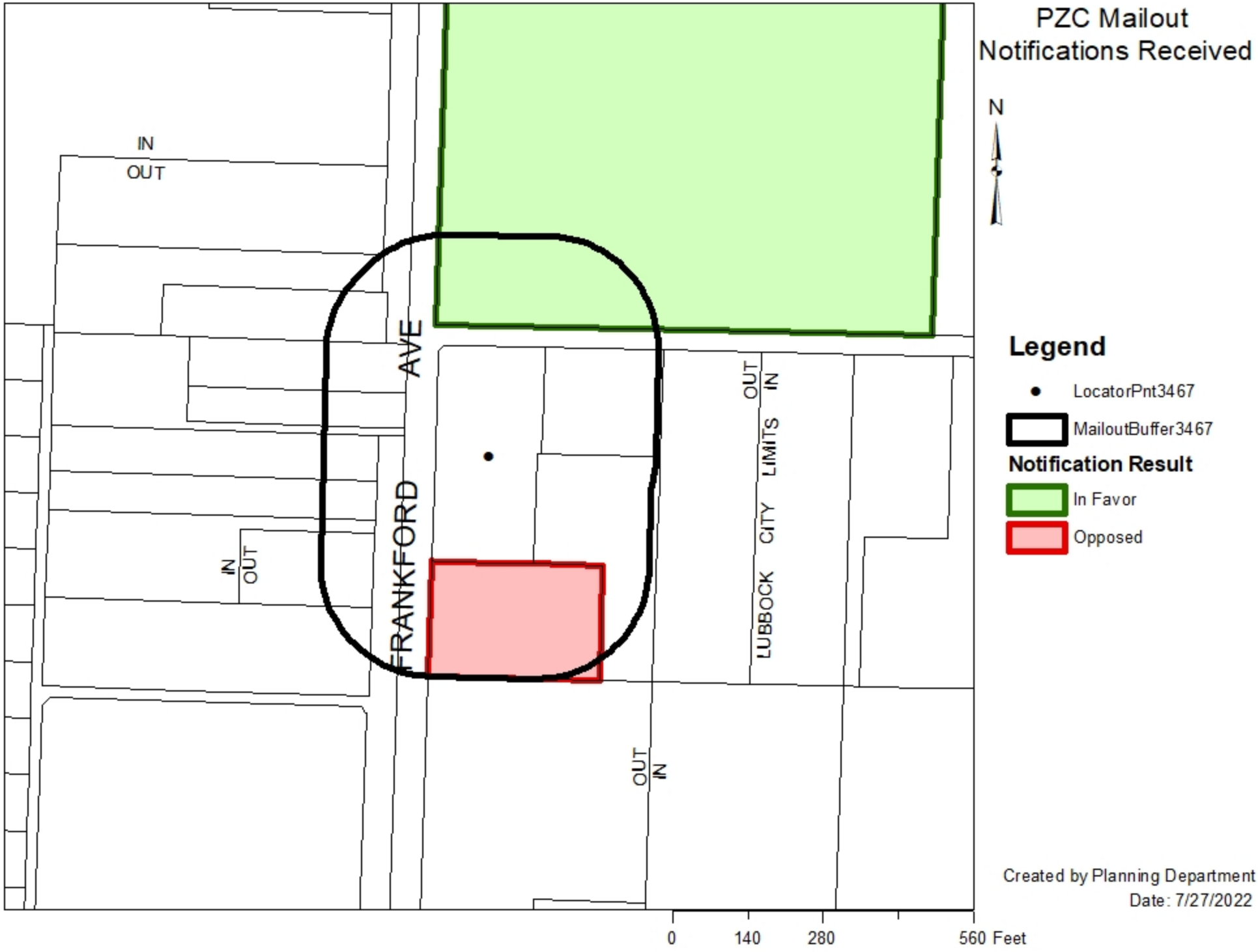
Case Number 3467



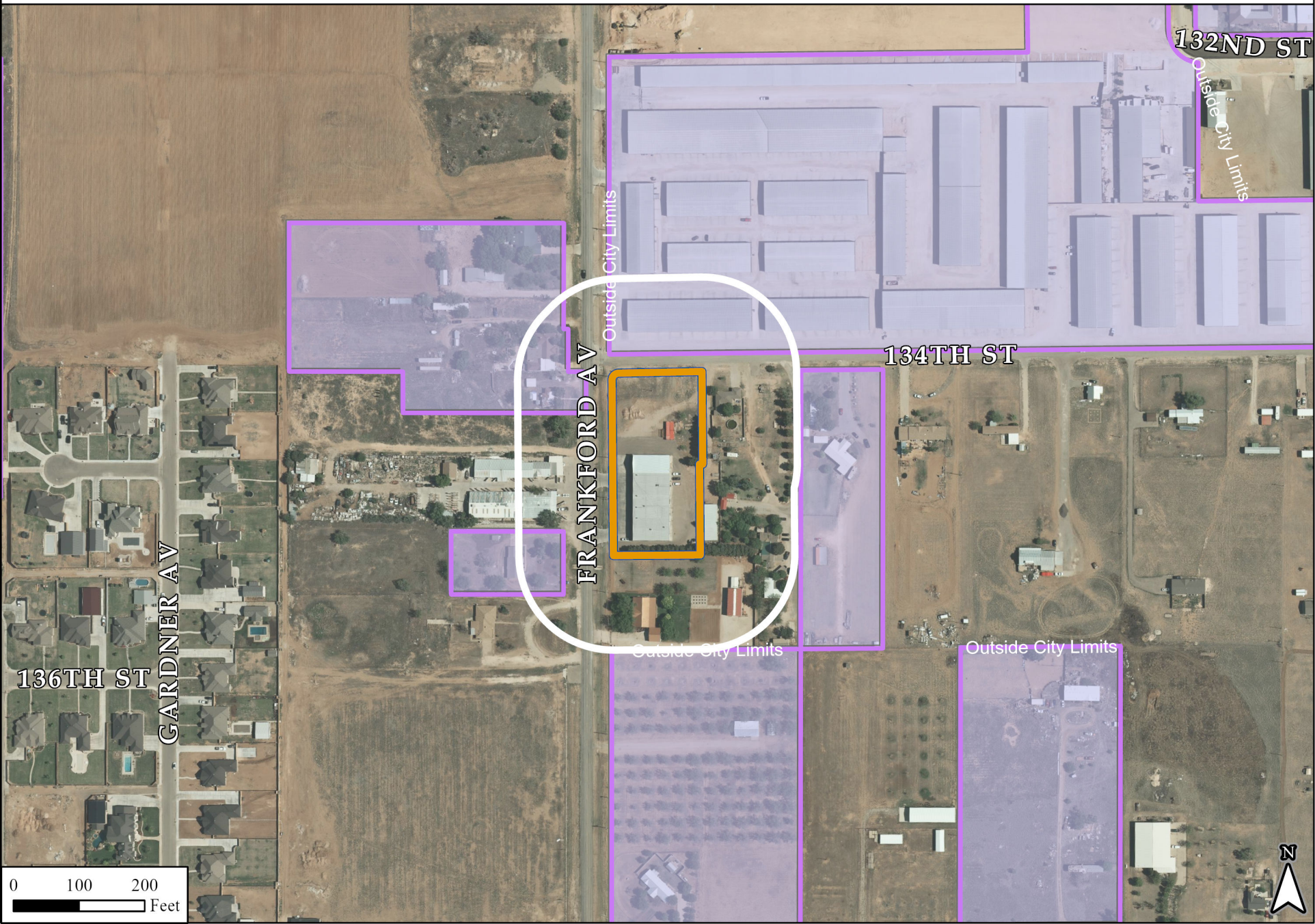
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

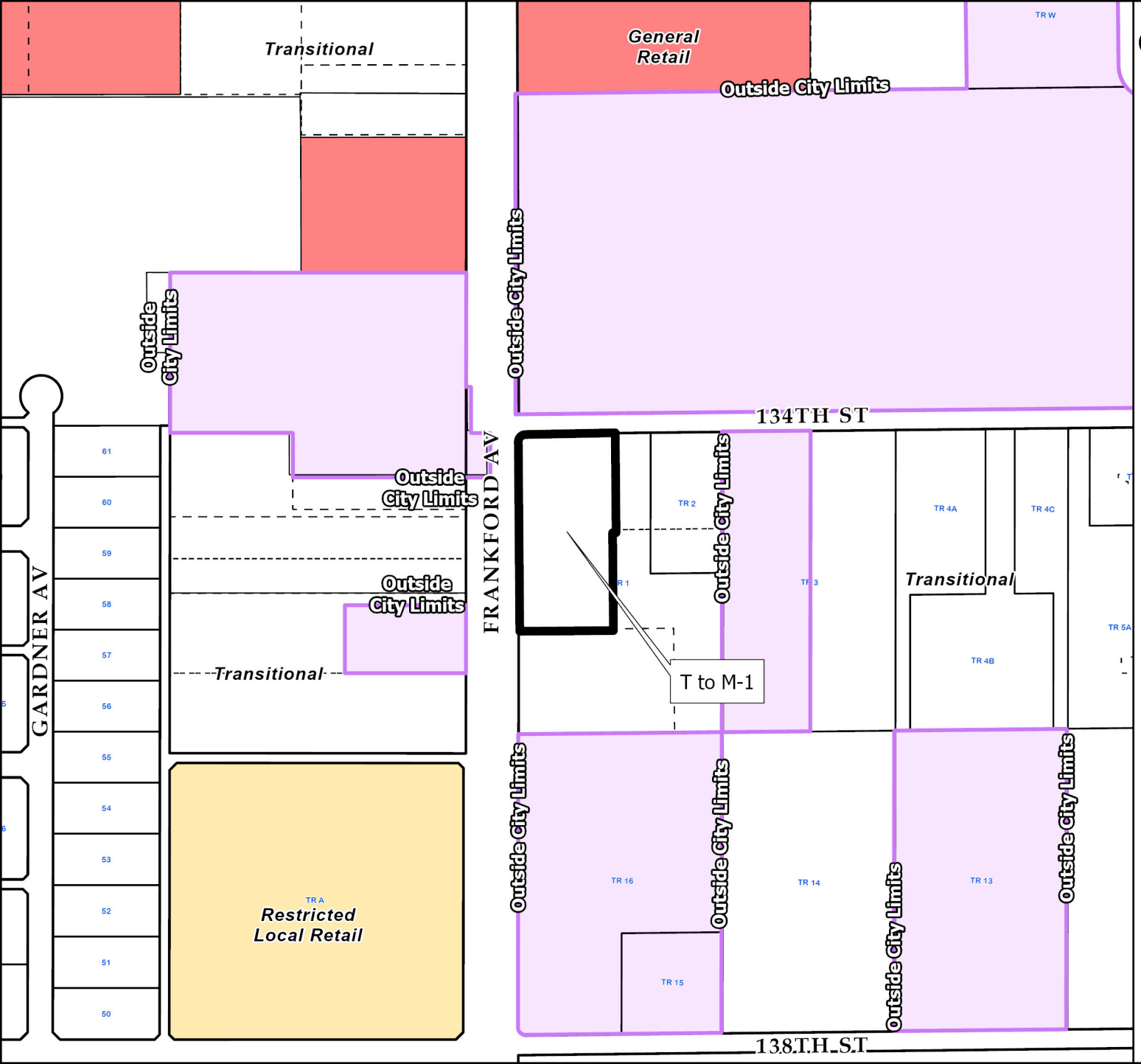
N
W E
S

Date Exported: July 2022


PZC Mailout
Notifications Received
N
IN
OUT
FRANKFORD AVE
OUT
IN
LUBBOCK CITY LIMITS
IN
OUT
OUT
IN
Legend
LocatorPnt3467
MailoutBuffer3467
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

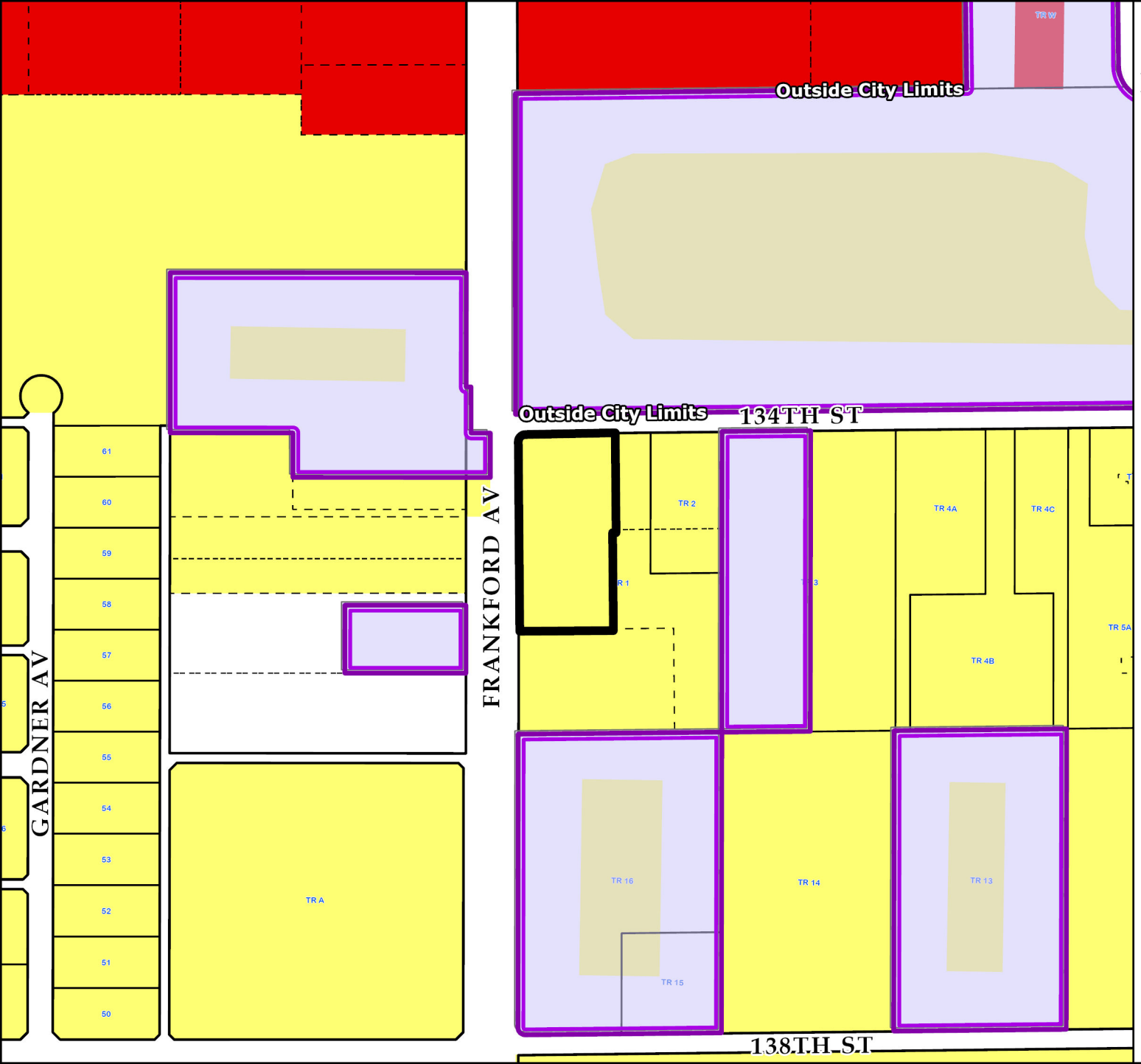
- Restricted Local Retail
- General Retail
- Transitional

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

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 ____

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

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0136 approving and adopting a budget for Fiscal Year 2022-23; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2022-23 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 22.04.133 of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising the septic tank load and disposal permit fees as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Item Summary

This is the second reading of the ordinance adopting the City's FY 2022-23 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the tax rate. This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate proposed by the City Council is $0.476762 per $100 valuation. The following changes that impact the FY 2022-23 Proposed Operating Budget and Capital Program have occurred since the proposed budget was filed on August 11, 2022:

General Fund

Increase Compensation (Fire Public Safety Dispatch) by $29,648, increase Benefits by $6,800, and increase Use of Excess Reserves by $36,448. This is to include the cost of the reclass of the Fire Public Safety Dispatch staff.

Decrease Transfer from Storm Water for Playa Lake Maintenance by $15,978 and increase the Use of Excess Reserves by $15,978. This change is to correct the amount of the transfer.

Increase Compensation for Public Works Dispatch by $11,275, Benefits by $2,777, and decrease Compensation - Temporary Employee Salary (Public Works Dispatch) by $14,052. This is for the reclass of the Public Works Dispatch staff.

Increase Professional Services/Training for the North, South, and East Patrol Divisions by $47,500 for maintenance of landscaping and increase Use of Excess Reserves by $47,500.

Water/Wastewater Fund
Add Assistant Director of Water Utilities position and delete Water Resource Manager position.
Increase Compensation for Water Administration by $23,782, increase Benefits by $5,363, and decrease Professional Services/Training for Water Admin - Legal Services by $29,145.

Changes Due to No New Revenue Rate
General Fund
Decrease Property Tax Revenue by $1,248,809, increase Sales Tax Revenue by $516,081 and increase Use of Excess Reserves by $287,952.
Delete four Heavy Equipment Operator III full-time positions in Paved Streets, decrease Paved Streets Compensation by $165,842 and Paved Streets Benefits by $90,305.
Delete one Sr. Grounds Maintenance Worker and delete three Park Construction and Maintenance Worker full-time positions in Park Maintenance, decrease Park Maintenance Compensation by $107,902 and Park Maintenance Benefits by $76,067.
Decrease Building Safety Credit Card Charges by $66,500 and Accounting Credit Card Charges by $13,160.
Increase Compensation for Juvenile Curfew Program (Patrol) by $75,000.

Debt Service Fund
Increase Ad Valorem Tax Collections by $23,047
Decrease Use of Excess Reserves by $23,047

Economic Development Fund
Decrease Ad Valorem Tax Collections by $87,233
Decrease Market Lubbock Inc. by $87,233

Included as Exhibit G in the proposed Budget Ordinance are the changes above that have occurred since the FY 2022-23 Operating Budget and Capital Program was filed with the City Secretary on August 11, 2022, and all changes to the FY 2021-22 Adopted Budget and Capital Program that have been approved since the presentation of the FY 2022-23 Budget.

Fiscal Impact
Included in Item Summary

Staff/Board Recommending
D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Ordinance
Exhibits

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2022-23; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND USE OF EXCESS RESERVES FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; RE-APPROPRIATION OF BALANCES WHICH SUPPORT AUTHORIZED OBLIGATIONS OR ENCUMBERED; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2022-23 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; APPROVING PERSONNEL; AMENDING SECTION 22.04.133(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SIGNIFICANT INDUSTRIAL USER PERMIT FEE AS CONTAINED THEREIN; AMENDING SECTION 22.04.174 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SEPTIC TANK LOAD AND DISPOSAL PERMIT FEES AS CONTAINED THEREIN; AMENDING SECTION 22.06.051 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE LANDFILL SERVICE FEES AS CONTAINED THEREIN; AMENDING SECTION 22.06.185(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE COLLECTIONS SERVICE FEES AS CONTAINED THEREIN; PROVIDING FOR THE RECONCILIATION OF THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO ENTERPRISE FUNDS; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2022-23 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2022; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at Citizens Tower; and

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

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas

Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to any and all of its utilities is a necessary cost of service and is an administrative cost of operating the said utilities; and

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

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

WHEREAS, the City Council of the City of Lubbock does hereby create the Employee Education Assistance Program and finds that such program accomplishes a public purpose and benefit in that it shall provide the City of Lubbock with a more educated workforce and assist in the retention of its employees; and

WHEREAS, THE City Council of the City of Lubbock does hereby create the Community Outreach Program and finds that such program accomplishes a public purpose and benefit in that it provides a safer environment for the public by decreasing the number of at large animals in the City through assisting dog owners in securing their animals with a properly constructed fence;

NOW THEREFORE:

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

SECTION 1: THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2022 through September 30, 2023, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2022-23 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

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

SECTION 3. THAT the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers within funds within the budget which

will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

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

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2022 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2022.

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

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

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

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

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

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

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

SECTION 13. THAT Subsection 22.04.133(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.133 Application

(a) Significant industrial users, as defined in section 22.04.002, shall complete and file with the city Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221, an application in the form prescribed by the city, and accompanied by a fee of six hundred fifty dollars ($650.00). Existing users shall apply for a wastewater contribution permit within thirty (30) days after the effective date of this article, and proposed new users shall apply at least ninety (90) days prior to connecting to or contributing to the POTW. Applications can be obtained from the Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221. In support of the application, the user shall submit, upon request, in units and terms appropriate for evaluation, part or all of the following information:

(1) Name, address, and location of actual facility (if different from the mailing address);

(2) SIC number according to the current Standard Industrial Classification Manual, Bureau of the Budget;

(3) Wastewater constituents and characteristics including but not limited to those mentioned in division 3 of this article as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to section 304(g) of the act and contained in 40 CFR, part 136, as amended;

(4) Time and duration of contribution;

(5) Average daily and thirty-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;

(6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;

(7) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;

(8) The nature and concentration of any pollutants in the discharge which are limited by any city, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

(9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, and if so, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

(A) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, executing contract for major components, commencing construction, completing construction, etc.).

(B) No increment referred to in subsection (A) above shall exceed nine (9) months.

(C) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director of water utilities including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the director of water utilities.

(10) Each product produced by type, amount, process or processes and rate of production;

(11) Type and amount of raw materials processed (average and maximum per day);

(12) Number of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(13) Any other information as may be deemed by the city to be necessary to evaluate the permit application;

(14) Name and title of industrial user (IU) official;

(15) List of any other environmental permits the IU has held;

(16) Applicable categorical standards such as: the date IU commenced discharge to the city, date of receipt of baseline monitoring report (BMR), date of receipt of the 90 day report for categorical industrial users (CIUs);

(17) Certification or the requirement of total toxic organics (TTO) monitoring;

(18) Submittal of toxic organic management plan (TOMP), best management practices (BMP's) or other management plan;

(19) Any planned changes in the production rate by the IU;

(20) Identification of sources of discharge - such as regulated, dilution flow, unregulated, (used for the combined wastewater formula to derive pollutant limits);

(21) Indication of the applicability of combined wastewater formula;

(22) Estimation or measurement of process and nonprocess flows;

(23) Identification of types of discharge, such as continuous or batch discharge;

(24) Description of pretreatment facilities;

(25) Submittal of slug discharge control plan as required under 40 CFR 403.8(f)(2)(v), if needed;

(26) Description of manufacturing facilities;

(27) Description of chemical spill prevention areas; and

(28) List of hazardous waste and description of storage area of hazardous waste.

SECTION 14. THAT Subsection 22.04.174 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.174 Septic tank emptying

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

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

(1) Material taken from a septic tank, cesspool, chemical toilet, or any similar receptacle for waste storage shall be disposed of only in a manner and place approved by the health official. Approval shall be obtained at the time of issuance of the TCEQ permit, and no change in the approval procedure shall be made by the permittee without prior approval of the health official.

(2) Every vehicle and all auxiliary equipment used for the transportation or handling of the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be liquid tight, gastight, and soundproof, so that no foul material may spill or escape therefrom. Tanks on septic vehicles shall have a minimum capacity of seven hundred fifty (750) gallons, as per city health department regulations.

(3) No vehicle or auxiliary equipment used for carrying, transporting or handling the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be allowed to stand or remain near any occupied premises.

(4) Vehicles and equipment shall be kept in a clean condition and shall not be opened longer than is necessary when in use.

(5) Each vehicle used under this regulation shall have the permittee's TCEQ permit number visibly inscribed on the sides of the vehicle and the rear face in numerals not less than two (2) inches high.

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

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

(1) Owner, address, telephone number, and TCEQ registration number of transporter;

(2) Name, address, and telephone number of the person who generates the waste and date collected;

(3) Type and amount of waste collected or transported;

(4) Name of responsible person (driver) collecting, transporting, and depositing the waste;

(5) Date and place where the waste was deposited;

(6) Identification (permit application or site registration number, location, and operator) of the facility where the waste was deposited; and

(7) Name and signature of facility representative acknowledging receipt of the waste and the amount of waste received.

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

(1) Only true septage will be accepted at the Southeast Water Reclamation Plant. Grease trap waste and grit/sand trap wastes or any blending of grease and grit trap waste with septage shall not be accepted.

(2) In the event of a discharge of waste during collection or transportation, the collector or transporter must take appropriate action to protect human health and the environment, e.g. notify local law enforcement, TCEQ, and the city health department as to size, nature, and location of the discharge area; clean up any waste discharge that occurs during transportation; or take such action as may be required or approved by federal, state, or local officials having jurisdiction so that the waste discharge no longer presents a public health or environmental problem. Transporters are responsible for reporting spills in accordance with requirements of the "State of Texas Oil and Hazardous Substance Spill Contingency Plan."

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

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

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

Regulation 8. Load fees. Each truck load of seven hundred fifty (750) gallons or less will be assessed a minimum dump fee of thirty-eight dollars ($38.00). Tank truck loads in excess of seven hundred fifty (750) gallons will be assessed a fee of thirty-eight dollars ($38.00) plus Twenty cents ($0.20) per one hundred (100) gallons over the seven hundred fifty (750) gallon minimum.

Regulation 9. Disposal permit fees. Annual disposal permits are obtainable from the SEWRP located at 3603 Guava Ave, 806-775-3221, at a cost of seventy dollars ($70.00) per vehicle.

Regulation 10. Disposal permit renewal. Existing permits shall be renewed October 1st of each year beginning October 1, 1991. In the event a septic waste transporter applies for a new permit after October 1st, the permit fee of seventy dollars ($70.00) will be prorated in order to include only the months of waste disposal. The permittee shall renew all permits on October 1st of each year thereafter.

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

(1) On-site sewage disposal system: $61.00.

(2) Commercial septic tank emptying: $61.00.

(3) Veterans administration loan inspection: $21.00.

SECTION 15. THAT Subsection 22.06.051 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.051 Dumping–Must be at designated place; rates

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

(b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-eight dollars ($38.00) plus any applicable state or federal fee or surcharges at landfill 2252 (West Texas Regional Disposal Facility) and thirty-two dollars and no cents ($32.00) at landfill 69 (Caliche Canyon) effective October 1, 2022. All special wastes that must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the solid waste department. Persons desiring to dump special wastes at the city landfill shall pay an additional charge per ton of waste dumped of seventy-two dollars

and eighty-six cents ($72.86) plus any applicable state or federal fee or surcharge for waste generated outside of the city.

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

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

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

SECTION 16. THAT Subsection 22.06.185(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.185 Amounts generally

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

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

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

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

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

Plus any applicable state or federal fee or surcharge.

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

Roll-off containers shall be assessed a one hundred and twenty dollars ($120.00) charge per pickup, three dollars ($3.00) per day rental, and thirty-eight dollars ($38.00) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2022.

Compactor containers shall be assessed a charge of one hundred and twenty dollars ($120.00) per pickup in addition to thirty-eight dollars ($38.00) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2022.

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

SECTION 17. THAT any transfers of funds from the General Fund to the Enterprise Funds to subsidize operations of that Enterprise Fund will be reconciled and trued-up at the end of the fiscal year and only the amount of funds necessary to balance the Enterprise Fund will be transferred.

SECTION 18. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 19. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the Citizens Tower for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 20. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 21. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 22. THAT matters revised after the proposed budget was filed with the City Secretary are attached hereto as Exhibit G.

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

Passed by the City Council on second reading this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting:

Council members absent:

****

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Exhibit B - All Funds Summary

		Budget FY 2022-23
General Fund Revenue Sources		
Taxes		
Property Taxes	$	76,353,893
Delinquent Taxes/Penalties & Interest		859,804
Sales Tax		90,592,802
Mixed Beverage Tax		1,500,000
Bingo Tax		260,000
Suddenlink		1,800,000
Xcel Energy		245,000
Atmos		3,800,000
South Plains Electric Coop.		1,938,000
West Texas Gas		20,000
Franchise Fee		23,370,825
Telecom ROW		1,890,000
Development Services		294,500
General Government		228,330
City Secretary		400,125
Public Safety		688,331
Public Works/Solid Waste		27,884,964
Public Health		70,713
Animal Shelter		86,500
Cultural/Recreational		972,878
Museum		318,680
Licenses and Permits		5,300,037
Intergovernmental		537,899
Fines and Forfeitures		2,238,661
Interest Earnings		1,425,681
In Lieu of Property Tax		11,204,308
Rental		20,000
Recoveries of Expenditures		1,079,433
Oil and Gas Royalties		375,000
Other		326,943
Transfers from LP&L		2,493,965
Transfers from Water/Wastewater Fund		2,759,560
Transfers from Airport Fund		2,119,166
Transfers from Risk Fund		174,000
Transfers from Stormwater		601,692
Total General Fund Revenue	**$**	**264,231,690**
Use of Excess Reserves		11,016,168

Exhibit B - All Funds Summary

		Budget FY 2022-23
General Fund Appropriation Units		
Administrative Services:		
City Attorney	$	2,358,297
City Council		623,512
City Manager		1,849,692
City Secretary		1,723,782
Facilities Management		4,882,150
Finance		3,484,159
Human Resources		1,026,580
Internal Audit		416,508
Non-departmental		1,934,439
Communications and Marketing and Call Center		784,998
Administrative Services Appropriation		19,084,117
Cultural and Recreation Services:		
Library		4,045,443
Cultural Arts		1,344,912
Parks and Recreation		12,543,642
Cultural and Recreation Services Appropriation		17,933,997
Development Services:		
Building Safety		2,736,468
Code Enforcement		2,942,072
Environmental Health		1,197,858
Planning		1,070,906
Development Services Appropriation		7,947,304
Public Works/Solid Waste:		
Engineering		960,999
Solid Waste		26,719,506
Streets		5,590,089
Traffic		4,235,698
Public Works/Solid Waste Appropriation		37,506,292
Public Safety and Health Services:		
Animal Services		2,936,163
Fire		62,520,049
Municipal Court		1,981,325
Police		81,727,774
Public Health		2,169,855
Public Safety & Health Services Appropriation		151,335,166
Other Appropriation:		
Transfers		30,996,081
Payroll Accrual/Other Adjustments *		10,444,901
Other Appropriation		41,440,982
Total General Fund Appropriation	**$**	**275,247,858**

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

Exhibit B - All Funds Summary

		Budget FY 2022-23
Debt Service Fund Revenue Sources		
Tax Collection	$	24,010,910
Interest on Investments		280,875
Transfer from Solid Waste		1,995,600
Transfer from North Overton TIF		3,085,287
Transfer from CBD TIF		942,235
Transfer from Hotel Tax Fund		88,000
Transfer from Gateway		8,765,392
Transfer from LP&L - Citizens Tower		1,139,661
Transfer from Water - Citizens Tower		146,508
Total Debt Service Fund Revenue		40,454,468
Use of Excess Reserves		830,984
Debt Service Fund Expenditures		
General Obligation Bonds		25,145,151
Solid Waste		1,995,600
North Overton TIF		3,085,287
CBD TIF		942,235
Gateway		8,765,392
Hotel Tax		88,000
SIB Loan		631,606
Fiscal Agent Fees		14,000
Bond Sale Charges		180,000
Transfer to Civic Centers		438,181
Total Debt Service Fund Appropriation		41,285,452
Fleet Services Fund		
Total Fleet Service Fund Revenue		9,621,426
Total Fleet Service Fund Appropriation		9,621,426
Health Benefits Fund		
Total Health Benefits Fund Revenue		39,223,733
Use of Excess Reserves		437,293
Total Health Benefits Fund Appropriation		39,661,026
Information Technology Fund		
Total Information Technology Revenue		11,446,329
Use of Excess Reserves		233,559
Total Information Technology Appropriation		11,679,888
Telecommunications Fund		
Total Telecommunications Revenue		1,540,301
Use of Excess Reserves		10,489
Total Telecommunications Appropriation		1,550,790
GIS and Data Services Fund		
Total GIS & Data Services Revenue		859,570
Use of Excess Reserves		454
Total GIS & Data Services Appropriation		860,024
Radio Shop Fund		
Total Radio Shop Revenue		2,714,208
Total Radio Shop Appropriation		2,603,473
Investment Pool Fund		
Total Investment Pool Fund Revenue		268,990
Total Investment Pool Fund Appropriation		268,990
Print Shop and Warehouse Fund		
Total Print Shop and Warehouse Fund Revenue		564,566
Use of Excess Reserves		107,684
Total Print Shop and Warehouse Fund Appropriation		672,250
Risk Management Fund		
Total Risk Management Fund Revenue		17,563,050
Use of Excess Reserves		159,754
Total Risk Management Fund Appropriation		17,722,804

Exhibit B - All Funds Summary

		Budget FY 2022-23
Airport Fund		
Total Airport Fund Revenue	$	14,666,596
Total Airport Fund Appropriation		13,434,383
Cemetery Fund		
Total Cemetery Fund Revenue		766,821
Transfer from General Fund		363,491
Total Cemetery Fund Appropriation		1,130,312
Civic Centers Fund		
Total Civic Center Fund Revenue		444,349
Transfer from HOT Fund		2,589,076
Transfer from Debt Service Fund		438,181
Use of Excess Reserves		269,163
Total Civic Center Fund Appropriation		3,740,769
Lake Alan Henry Fund		
Total Lake Alan Henry Fund Revenue		649,677
Use of Excess Reserves		66,422
Total Lake Alan Henry Fund Appropriation		716,099
Lubbock Power and Light Fund		
Total Lubbock Power and Light Fund Revenue		342,921,213
Transfer from Other Funds		1,596,802
Use of Excess Reserves		1,557,209
Total Lubbock Power and Light Fund Appropriation		346,075,224
Storm Water Utility Fund		
Total Storm Water Utility Fund Revenue		25,101,858
Total Storm Water Utility Fund Appropriation		24,479,646
Transit Fund		
Total Transit Fund Revenue		15,907,523
Transfer from General Fund		2,400,000
Transfer from Economic Development Fund		400,000
Total Transit Fund Appropriation		18,707,523
Water/Wastewater Utility Fund		
Total Water/Wastewater Utility Fund Revenue		151,362,380
Transfer from Other Fund		107,912
Use of Excess Reserves		4,703,469
Total Water/Wastewater Utility Fund Appropriation		156,173,761
Abandoned Vehicle Fund		
Total Abandoned Vehicle Fund Revenue		1,514,137
Use of Excess Reserves		110,863
Total Abandoned Vehicle Fund Appropriation		1,625,000
Animal Assistance Program		
Total Animal Assistance Program Fund Revenue		278,386
Use of Excess Reserves		5,614
Total Animal Assistance Program Fund Appropriation		284,000
Bell Farms PID		
Total Bell Farms PID Fund Revenue		292,007
Total Bell Farms PID Fund Appropriation		233,778
Cable Services Fund		
Total Cable Services Fund Revenue		614,675
Total Cable Services Fund Appropriation		500,000
Central Business District TIF Fund		
Total Central Business District TIF Fund Revenue		1,497,509
Total Central Business District TIF Fund Appropriation		1,371,528
Community Development Fund		
Total Community Development Fund Revenue		6,258,343
Total Community Development Fund Appropriation		6,258,343

Exhibit B - All Funds Summary

		Budget FY 2022-23
Criminal Investigation Fund		
Total Criminal Investigation Fund Revenue	$	128,888
Use of Excess Reserves		68,712
Total Criminal Investigation Fund Appropriation		197,600
Department of Justice Asset Sharing		
Total Department of Justice Asset Sharing Revenue		324
Use of Excess Reserves		20,911
Total Department of Justice Asset Sharing Appropriation		21,235
Economic Development Fund		
Total Economic Development Fund Revenue		4,430,064
Total Economic Development Fund Appropriation		4,430,064
Gateway Streets Fund		
Total Gateway Streets Fund Revenue		202,711
Transfer from General Fund		9,701,870
Total Gateway Streets Fund Appropriation		8,765,392
Grants		
Total Grant Revenue		5,526,360
Total Grant Appropriation		5,526,360
Hotel Occupancy Tax Fund		
Total Hotel Motel Tax Fund Revenue		8,723,900
Total Hotel Motel Tax Fund Appropriation		8,723,900
Lubbock Business Park TIF		
Total Lubbock Business Park TIF Revenue		1,033,988
Total Lubbock Business Park TIF Appropriation		24,129
Lubbock Economic Development Alliance Fund		
Total Lubbock Economic Development Alliance Fund Revenue		8,188,793
Total Lubbock Economic Development Alliance Fund Appropriation		8,188,793
Municipal Court Fund		
Total Municipal Court Fund Revenue		259,710
Total Municipal Court Fund Appropriation		202,010
North and East Lubbock Neighborhood and Infrastructure Fund		
Transfer from General Fund		337,500
Total North and East Lubbock Neighborhood Fund Appropriation		337,500
North Overton Public Improvement District Fund		
Total North Overton Public Improvement District Fund Revenue		979,458
Total North Overton Public Improvement District Fund Appropriation		859,874
North Overton Tax Increment Fund		
Total North Overton Tax Increment Fund Revenue		5,696,887
Transfer from Hotel Motel Tax		918,096
Total North Overton Tax Increment Fund Appropriation		6,614,983
North Point Public Improvement District Fund		
Total North Point Public Improvement District Fund Revenue		291,823
Use of Excess Reserves		273,555
Total North Point Public Improvement District Fund Appropriation		565,378
Northwest Passage Public Improvement District Fund		
Total Northwest Passage Public Improvement District Fund Revenue		8,647
Total Northwest Passage Public Improvement District Fund Appropriation		8,647
Quincy Park Public Improvement District Fund		
Total Quincy Park Public Improvement District Fund Revenue		236,152
Use of Excess Reserves		22,163
Total Quincy Park Public Improvement District Fund Appropriation		258,315
Truancy Prevention and Diversion Fund		
Total Juvenile Case Manager Fund Revenue		121,862
Total Juvenile Case Manager Fund Appropriation		89,500
Upland Crossing Public Improvement District Fund		
Total Upland Crossing Public Improvement District Fund Revenue		180,826
Total Upland Crossing Public Improvement District Fund Appropriation		81,362

Exhibit B - All Funds Summary

		Budget FY 2022-23
Valencia Public Improvement District Fund		
Total Valencia Public Improvement District Fund Revenue	$	64,158
Use of Excess Reserves		6,407
Total Valencia Public Improvement District Fund Appropriation		70,565
Vintage Township Public Improvement District Fund		
Total Vintage Township Public Improvement District Fund Revenue		202,800
Total Vintage Township Public Improvement District Fund Appropriation		202,800
Willow Bend Villas Public Improvement District Fund		
Total Willow Bend Villas Public Improvement District Fund Revenue		11,813
Total Willow Bend Villas Public Improvement District Fund Appropriation		7,000
Lubbock Economic Development Alliance		
Total Lubbock Economic Development Alliance Revenue		11,215,293
Use of Non-Cash Assets - Land		107,479
Use of Excess Reserve		8,498,628
Total Lubbock Economic Development Alliance Appropriation		19,821,400
Market Lubbock, Inc.		
Total Market Lubbock, Inc. Revenue		3,979,342
Use of Excess Reserve		1,703,858
Total Market Lubbock Inc. Appropriation		5,683,200
Market Lubbock, Inc. - Visit Lubbock, Inc.		
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue		3,729,055
Use of Excess Reserve		253,365
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation		3,982,420
Market Lubbock, Inc. - Sports Authority		
Total Market Lubbock, Inc. - Sports Authority Revenue		2,023,619
Use of Excess Reserve		84,456
Total Market Lubbock Inc. - Sports Authority Appropriation		2,108,075
Civic Lubbock, Inc.		
Total Civic Lubbock, Inc. Revenue		1,657,265
Total Civic Lubbock, Inc. Appropriation		1,657,265
Vintage Township Public Facilities Corporation		
Total Vintage Township Public Facilities Corporation Revenue		187,830
Total Vintage Township Public Facilities Corporation Appropriation		187,830

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Cash Funded Capital	$ 320,520
Airport Enterprise Fund	Airport CFC Fund	Airport CFC Debt Service	1,053,598
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,331,266
Cemetery Capital Projects Fund	Cemetery Enterprise Fund	Cemetery Cash Funded Capital	323,491
Cemetery Enterprise Fund	General Fund	Cemetery Operations	317,374
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	2,589,076
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	438,181
Civic Center Capital Projects Fund	Civic Center Enterprise Fund	Civic Center Cash Funded Capital	272,715
Civic Center Capital Projects Fund	Hotel Occupancy Tax Fund	Hotel Cash Funded Capital (Civic Center)	268,661
Debt Service Fund	General Fund (Solid Waste)	Debt Service Payment	1,995,600
Debt Service Fund	North Overton TIF	Debt Service Payment	3,085,287
Debt Service Fund	Central Business District TIF	Debt Service Payment	942,235
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	88,000
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,765,392
Debt Service Fund	Lubbock Power & Light	Debt Service Payment - Citizen Tower	1,139,661
Debt Service Fund	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	146,508
Economic Development Fund	General Fund	Economic Development Operations	85,033
Fleet Capital Projects Fund	Cemetery Enterprise Fund	Cemetery Cash Funded Capital (Vehicles)	40,000
Fleet Capital Projects Fund	Water/Wastewater Enterprise Fund	Water/Wastewater Cash Funded Capital (Vehicles)	706,640
Fleet Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital (Vehicles)	650,000
Fleet Capital Projects Fund	General Fund	General Fund Cash Funded Capital (Vehicles)	2,228,666
Fleet Capital Projects Fund	Fleet Operating Fund	Fleet Cash Funded Capital (Vehicles)	30,000
Fleet Capital Projects Fund	General Fund (Solid Waste)	General Fund Cash Funded Capital (Vehicles)	3,375,000
Fleet Vehicle Replacement Fund	Water/Wastewater Enterprise Fund	Vehicle Replacement Fund	293,810
Fleet Vehicle Replacement Fund	Civic Center Enterprise Fund	Vehicle Replacement Fund	3,017
Fleet Vehicle Replacement Fund	Stormwater Enterprise Fund	Vehicle Replacement Fund	180,806
Fleet Vehicle Replacement Fund	Fleet Maintenance Fund	Vehicle Replacement Fund	22,607
Gateway Streets Fund	General Fund	Gateway Operations & Debt	9,701,870
General Facilities System Improvements Capital Projects	General Fund	General Fund Cash Funded Capital	807,400
General Capital - Solid Waste Capital Projects	General Fund	General Fund Cash Funded Capital	320,900
General Fund	Lubbock Power & Light	Indirect Cost	2,493,965
General Fund	Water/Wastewater Enterprise Fund	Indirect Cost	1,753,308
General Fund	Water/Wastewater Enterprise Fund	Paved Streets	1,006,252
General Fund	Airport Enterprise Fund	Indirect Cost	373,031
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,746,135
General Fund	Stormwater Enterprise Fund	Indirect Cost	270,825
General Fund	Stormwater Enterprise Fund	Playa Lake	330,867
General Fund	Risk Management Fund	Organizational Development	174,000
Grant Fund	Transit Enterprise Fund	Transit Operations	2,801,688
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Utility Collections	3,470,149
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	1,254,567
Lubbock Power & Light	General Fund	Utility Collections-Solid Waste CC	1,254,567
Lubbock Power & Light	General Fund	Debt Service Payment/Citizen Tower-Solid Waste CC	95,429
Lubbock Power & Light	General Fund	Debt Service Payment/CIS-Solid Waste CC	184,462
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	263,998
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Customer Info System	510,303
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Vehicle Replacement	35,284
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - AMI Debt	180,238
Lubbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Capital Purchase	42,168
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Citizen Tower	95,429
Lubbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Customer Info System	184,462
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Cash Funded Capital	16,726,908
North & East Lbk Ngbhd & Infrstr	General Fund	North & East Lubbock Operations	337,500
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	358,824
North Overton TIF Capital	North Overton TIF	North Overton Cash Funded Capital	3,500,000
Parks Capital Projects	General Fund	General Fund Cash Funded Capital	823,238
Public Safety Capital Projects	General Fund	General Fund Cash Funded Capital	120,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital	4,460,000
Streets Capital Projects	General Fund	General Fund Cash Funded Capital	13,500,000
Traffic Control System Capital Projects	General Fund	General Fund Cash Funded Capital	675,000
Transit Enterprise Fund	General Fund	Transit Operations	2,400,000
Transit Enterprise Fund	Economic Development Fund	Transit Operations	400,000
Vintage Township Public Facilities Corporation	Vintage Township PID	Debt Service Payment	187,830
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Water Cash Funded Capital	12,615,000
Water/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Wastewater Cash Funded Capital	9,500,000
Water/Wastewater Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	107,912

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
8550	Golf Course Improvements	$ 890,549	53,400
8555	Sanitary Sewer Manhole Adjustments	600,000	75,000
8595	Storm Water Master Plan	2,250,000	-
8606	FEMA Restudy - Systems B,C,D	900,000	-
8610	Remove and Reseal All Joints in Concrete	7,799,886	-
8614	Asset Management	1,740,000	200,000
8615	Transmission Line & Easement Maintenance	950,000	-
8622	Pressure Zone Delineation and Valve Repair Project	495,000	-
8624	Locate and Repair Water Valves	2,000,000	600,000
8625	Field Asset Inventory & Data Verification	2,350,862	-
8626	Distribution Planning	338,000	-
8628	Digital Orthophotography	805,000	210,000
8629	Civic Center Exterior Repair and Upgrade	591,000	179,231
8630	Park Amenities	752,386	173,880
8631	Convention Center Hotel Attorney Fees	74,494	-
8633	Comprehensive Plan Implementation	735,000	-
8634	City Council Initiatives	125,000	-
8637	Abernathy Landfill - Gate House Renovations	177,400	-
8638	Canyon and Playa Lakes Restoration and Restudy	250,000	1,750,000
8639	Future Infrastructure Funding Study	366,500	-
8646	Public Safety CAD, Mobile, and RMS Software	4,100,000	-
8647	Outer Route (Loop 88) Segments 1 & 2	609,700	-
8648	Airfield Pavement Maintenance	1,101,374	-
8649	Fire Hydrant Repair & Replacement	650,000	390,000
8654	Land Application Closure Evaluation	300,000	-
8655	Topographic Information Acquisition	250,000	-
8656	Parks Master Plan	310,000	-
8658	Downtown On Street Parking Conversion	75,000	-
8659	Downtown One Way to Two Way Street Conversion	800,000	-
8660	Parking Master Plan	100,000	-
8661	Historic District Designation	300,000	-
8662	McAlister Park Planning and Support Funds	42,000	-
8663	Future Comprehensive Plan Implementation	120,000	-
8664	FY 2021-22 Comprehensive Zoning Map Analysis	75,000	-
8665	Document Management System	215,000	-
8666	Large Water Line Assessment and Repair	275,000	-
8667	Flood Protection Study	762,500	-
8668	Diversion Center Contribution - ARPA	3,500,000	-
8669	Job Training - ARPA	3,500,000	-
8670	Small Business Grant - ARPA	2,500,000	-
8671	Non-Profit Grants - ARPA	1,000,000	-
8672	Arts Grants - ARPA	1,000,000	-
8673	Water Wastewater Analysis	90,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
8674	City Facilities to Retail Electric	$ -	200,000
8675	Employee Education Assistance Program - ARPA	-	500,000
8676	Watershed Boundary and Drainage Studies	-	250,000
8677	FEMA Restudy – System B	-	500,000
8678	Stormwater Vault Improvements	-	150,000
8679	Lake 7 Permitting & Mitigation	-	350,000
8680	Lead Service Line Replacement	-	750,000
8681	Water Distribution System Master Plan Update	-	500,000
8682	Strategic Water Supply Plan Update	-	250,000
92174	Northwest Lubbock and Maxey Park Project	77,250,000	-
92238	Facility Maintenance Fund	1,509,500	99,000
92254	North Overton TIF Public Improvements	3,147,351	1,000,000
92318	Major Sanitary Sewer Mains Rehabilitation	16,500,000	-
92329	Codes and Env. Health Software Replacement	280,000	-
92331	Fiberoptic Communications	2,440,000	250,000
92353	South Lubbock Water Treatment Plant Expansion	3,500,000	-
92359	Facility Roof Replacements	1,893,300	258,400
92361	Terminal Building Remodel	44,953,480	-
92362	Buddy Holly Center Renovations Phase II	609,380	-
92367	Municipal Square Repairs	566,511	-
92369	Municipal Facilities Replacements/Renovations	62,500,000	-
92380	Feeder Circuits - Northwest	1,184,200	-
92399	Gateways	4,500,000	-
92435	Street Maintenance Program	34,721,356	-
92444	SEWRP Improvements Plant 3	11,131,267	-
92445	SEWRP Transformer Rehabilitation	3,500,000	-
92448	Water Reclamation Plant Replacements	2,250,000	-
92450	Lowhead C Pump Station and Supply Line	23,598,161	-
92452	Elevated Storage Tanks	14,001,839	-
92484	Substation Upgrades	5,350,000	-
92510	Upland Avenue - 66th Street to 82nd Street	6,360,311	-
92513	Pumping System Improvements Phase II	2,500,000	500,000
92516	Transportation Improvements/Unimproved Roads	2,300,000	-
92518	Storm Water System Improvements	3,155,265	-
92537	GIS Software Upgrades and Interfaces	2,185,000	250,000
92539	Water Treatment Plant Improvements Phase III	16,808,319	-
92551	Public Safety Improvements Project	55,882,000	-
92557	Landfill 69 Gas Collection System Replacement	344,730	-
92558	Landfill 69 Groundwater Remediation	875,000	-
92565	Garden and Arts Center Exterior Renovations	295,000	-
92567	Dock and Bridge Replacement	443,836	376,618
92569	Backup Power at Signalized Intersections	300,000	100,000
92570	American Disability Act Ramp and Sidewalk Project	775,000	300,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
92572	Municipal Hill Car Wash FY 18-19	$ 250,000	-
92578	Enterprise Resource Planning System	2,500,000	-
92579	Airport Property Improvements	1,500,000	1,170,316
92580	Cemetery Capital Improvements	80,000	-
92583	Automated Metering Infrastructure	20,635,000	-
92585	Annexation Water Lines for Fire Protection	7,169,003	-
92586	Dunbar-Manhattan Heights Underground Conversion	210,000	-
92587	Loop 88 Sewer Line Relocation	1,609,132	-
92589	Water Line Upsizing for Development	150,000	-
92590	Sewer Line Upsizing for Development	200,000	-
92591	Lift Station Rehabilitation	440,000	1,200,000
92592	Large Valve Project	1,500,000	1,000,000
92593	Roy Furr Pioneer Park	2,000,000	-
92605	Operations System Upgrades	1,115,000	-
92606	South Plains Mall Expansion	835,000	-
92608	Red Raider Substation Distribution Feeders	4,915,000	-
92614	Acquire Snow Removal Equipment	818,882	-
92616	East Side T-Hangars	200,000	-
92617	Future Water Supply Project	1,500,000	1,500,000
92619	Construct Federal Inspection Services Facility	3,602,000	-
92620	Civic Center Parking Lot Repair	543,785	209,927
92621	Amphitheatre Erosion Renovations	254,650	-
92622	Civic Center Rebranding Project	353,320	80,830
92624	Pickleball Facility A&E	320,260	47,395
92625	Indiana Avenue from 130th Street to 146th Street	8,100,000	-
92634	LP&L - GIS Office Renovations	1,115,000	-
92648	Zetron Fire Paging Replacement	800,000	-
92649	Upland Avenue from 82nd Street to 98th Street	1,750,000	-
92651	Wausau Avenue from MSF to 82nd St.	756,873	-
92653	Storm Water Rehabilitation and Maintenance	1,500,000	600,000
92654	Upland Ave and 66th St Playa Drainage Imp.	5,300,000	-
92655	North Quaker and Clovis Drainage Project	1,250,000	-
92656	SEWRP Effluent Pump Station #2 Improvements	7,666,099	300,000
92657	Downtown Sewer Line Replacement	900,000	6,500,000
92658	Bailey County Electrical Improvements	7,500,000	-
92660	NWTP 8 MG Ground Storage Tank	9,850,000	-
92669	114th Street - Slide Road to Quaker Avenue	8,500,000	-
92670	114th Street - Quaker Ave to Indiana Ave - Design	1,151,000	-
92672	Municipal Parking Garage	7,961,294	-
92673	Upland Avenue 98th Street to 114th Street	800,000	-
92674	SEWRP Improvements Plant 3 Nutrient Removal	500,000	-
92675	Roof Repair and Replacement	1,098,000	1,000,000
92680	Substation Capacity Upgrade - Northeast	8,155,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
92681	ERCOT Conversion Work	$ 297,639	-
92683	FY 2020-2023 Service Distribution Meters	621,000	412,500
92684	FY 2020-23 Distribution Transformers	6,900,000	4,425,000
92685	FY 2020-2023 Distribution System Upgrade	7,275,000	2,275,000
92686	FY 2020-23 Overhead Lines	4,848,000	3,997,500
92687	FY 2020-23 Street Lights	1,634,600	847,500
92688	FY 2020-23 Underground Distribution	5,842,000	4,575,000
92689	ERCOT - TDSP	8,696,137	15,185,000
92690	East Broadway Series Street Light Conversion	720,000	-
92693	Distribution SystemUpgrade-Improvements-Expansion	16,554,565	-
92695	Downtown Facility Upgrades	2,375,000	-
92697	Street Maintenance 2021	23,078,130	-
92698	Transfer Station	1,505,000	17,195,000
92699	SEWRP Plant # 4 Secondary Clarifier Rehabilitation	900,000	900,000
92700	South Lubbock Sanitary Sewer Extension Phase IV	2,275,000	-
92701	Major Sewer Line Condition Assessment and Repair	4,000,000	1,500,000
92702	East Lubbock Future Expansion	1,000,000	-
92703	Civic Center Convention Center Hotel	106,500	-
92704	North Overton TIF Street Upgrade/Replacement	1,849,680	2,500,000
92705	Outdoor Warning Siren System	980,436	30,000
92706	Neighborhood Plan Development and Implementation	250,000	250,000
92707	Public Health Facility	10,111,342	-
92708	Memphis Avenue Drainage Improvements	120,583	-
92709	Reese Air Force Water line	1,416,931	-
92710	Fiddlewood to Farmland 345kV Transmission Line	5,000,000	-
92711	Fire Station 20	7,645,000	-
92712	Transportation Improvements/Unpaved Roads	9,000,000	-
92713	Erskine Street	11,300,000	-
92714	Warehouse Replacement	152,300	-
92715	Citizens Tower West Plaza	450,000	-
92716	Municipal Parking Garage East Green	500,000	-
92717	Replace ARFF Vehicle	875,000	-
92718	Park Playgrounds Phase II	746,389	-
92720	General Fund Vehicle Replacement FY 21-22	3,267,374	-
92721	Solid Waste Vehicle Replacement FY 21-22 Tax Notes	1,100,000	-
92722	General Fund Vehicle Replacement FY 21-22 - ARPA	6,309,895	-
92723	Cemetery Fund Vehicle Replacement FY 21-22	8,000	-
92724	Water/Wastewater Vehicle Replacement FY 21-22	792,125	-
92725	Storm Water Vehicle Replacement FY 21-22	124,173	-
92726	IT Vehicle Replacement FY 21-22	30,000	-
92727	Substation Capacity Upgrade - Co-op	7,070,000	-
92728	Substation Capacity Upgrade - Thompson	4,740,000	-
92729	Substation Capacity Upgrade - Vicksburg	12,417,891	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
92730	Cooke Facility Remodel	$ 205,000	-
92731	Yellowhouse Substation Capacity Upgrade	4,657,891	2,950,000
92732	McDonald Substation Capacity Upgrade	4,607,890	2,950,000
92733	DNV-GL Cascade Upgrades	250,000	-
92734	Additional COLU Phone Lines	202,246	168,000
92735	FY 2021-22 Vehicles and Equipment	2,625,000	-
92736	Cooke GT3 Control System Replacement	1,442,000	-
92737	114th Street - Quaker Avenue to Indiana Avenue	3,193,721	-
92738	Pedestrian and Cyclist Enhancements	235,000	-
92739	Iola Avenue From 122nd St. to FM 1585	75,000	1,200,000
92741	Fiber Optic Expansion Continuation	132,871	75,000
92742	Traffic Signal FY21-22 through FY25-26	370,235	400,000
92743	Playa Lake 054 Lateral Extension	500,000	-
92744	Sewer Ahead of Broadway Ave	50,000	-
92745	Manhole Replacement on Interceptors	500,000	500,000
92746	Sewer Line Replacement	300,000	325,000
92747	Sewer Tap Replacements	800,000	400,000
92748	New Water Meter Sets & Meter Replacements	2,520,275	2,750,000
92749	Water Line Replacement FY 2021	550,000	550,000
92750	Water Lines Ahead of Street Paving FY 2021	250,000	1,725,000
92751	Water Ahead of Broadway Ave	100,000	-
92752	Water Lines Ahead of Arterial Roadways	100,000	-
92753	Elevated Storage Tanks Phase II	18,200,000	-
92754	Cyber Security Infrastructure	2,240,500	-
92755	Massengale Station Gas Turbine 8 Repairs	7,750,000	-
92756	Civic Park	1,500,000	-
92757	Housing Project - ARPA	2,500,000	-
92758	Broadband - ARPA	2,000,000	-
92759	Public Safety Improvements - ARPA	3,850,000	-
92761	ARPA Parks - Walking Trails	1,200,000	-
92762	Homelessness - ARPA	3,500,000	-
92763	ARPA Parks - Playground	1,100,000	-
92764	ARPA Parks - Cattail Removal/Dredging	1,900,000	-
92765	ARPA Parks - Pickleball Facility	1,500,000	-
92766	ARPA Parks - Simmons Parking Lot/Lake 6 Restrooms	500,000	-
92767	ARPA Parks - TMYSC Junior Field Lights	300,000	-
92768	ARPA Parks - Restroom Replacement/Renovations	900,000	-
92770	Terminal Building Electrical Upgrades	5,000,000	-
92771	Cargo Apron Expansion	-	1,500,000
92772	Extend Taxiway L	-	1,705,200
92773	Civic Center Maintenance Fund	-	100,000
92774	Civic Center Equipment Replacement and Upgrade	-	225,000
92775	Cemetery Perimeter Fencing	-	323,491

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2022-23
92776	Utility Upgrades, Gateways and Greenspace	$ -	1,378,955
92777	Mae Simmons / Cross Country Trail	-	210,000
92778	Water Slide Refurbishing	-	15,345
92779	ARPA - Aquatic Facilities	-	5,144,259
92780	FY 2022-23 Radio Shop - Radio System Upgrade	-	850,000
92781	Water/Wastewater Vehicle Replacement FY 2022-23	-	706,640
92782	Storm Water Vehicle Replacement FY 2022-23	-	650,000
92783	General Fund Vehicle Replacement FY 2023 Tax Note	-	4,775,084
92784	Fleet Vehicle Replacement FY 2022-23	-	38,000
92785	Cemetery Vehicle Replacement FY 2022-23	-	40,000
92786	Civic Centers Vehicle Replacement FY 2022-23	-	35,000
92787	General Fund Vehicle Replacement FY 2022-23	-	5,603,666
92788	4kV Distribution Conversion	-	1,654,273
92789	NERC Security for Substation	-	350,000
92790	Security upgrade of The Hill building	-	110,000
92791	UCSC Expansion	-	138,000
92792	FY 2022-23 Vehicles and Equipment	-	1,715,000
92793	LAS Security Fence	-	90,000
92794	Street Maintenance 2023	-	12,000,000
92795	Next Generation Traffic Signal Detection	-	100,000
92796	Shop Renovation	-	30,000
92797	WTRDF Cell Construction	-	290,900
92798	Mackenzie Park Dam Structure Eval. and Restoration	-	1,000,000
92799	Northwest Loop 289 Interceptor Project Phase I	-	1,250,000
92800	Sewer Ahead of Street Paving FY22	-	300,000
92801	Southwest Lubbock Sanitary Sewer Expansion	-	1,500,000
92802	Wastewater Collection System Maintenance	-	250,000
92803	Water Reclamation Plant Replacement FY 2022-23	-	1,000,000
92804	North Terminal Storage Reservoir Improvements	-	6,000,000
92805	Southeast Lubbock Water System Expansion	-	1,500,000
92806	West Lubbock Water System Expansion	-	1,875,000
92807	Water Distribution System and Supply Maintenance	-	550,000
92808	Lake Alan Henry Erosion Maintenance	-	500,000
92809	Water System SCADA Upgrade	-	500,000
Total Appropriation		**$ 833,325,074**	**147,913,310**

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2022-23
AIP Grant	$ 6,859,148	-
Airport Capital Project Fund	1,187,003	-
Airport Coronavirus Response Grant Program	409,690	-
American Rescue Plan Act Funding	47,011,737	5,644,259
BIL Grant	4,750,000	2,884,680
C.A.R.E.S. Act	5,269,222	2,170,316
Capital Project Fund	582,821	144,986
CH Foundation Grant	500,000	-
Civic Center Capital Project Fund	-	253,612
Developer Participation	356,187	-
Federal Grant Funding	18,850,228	-
FY 2007 Storm Water Revenue CO's	297,896	-
FY 2007 TIF Revenue CO's	29,175	-
FY 2008 Storm Water Revenue CO's	600,000	-
FY 2008 TIF Revenue CO's	676,105	-
FY 2009 General Fund Cash	185,951	-
FY 2009 General Obligation Bonds	46,662	-
FY 2009 Storm Water Revenue CO's	872,225	-
FY 2009 Tax Supported Revenue CO's	400,000	-
FY 2009 TIF Revenue CO's	41,731	-
FY 2010 Gateway Streets Revenue CO's	448,687	-
FY 2010 General Fund Cash	44,824	-
FY 2010 Storm Water Revenue CO's	1,500,000	-
FY 2010 TIF Revenue CO's	20	-
FY 2010 Wastewater Cash	250,000	-
FY 2010 Water Revenue CO's	1,570,966	-
FY 2011 10-year Water Revenue CO's	48,240	-
FY 2011 General Fund Cash	551,091	-
FY 2011 Storm Water Revenue CO's	746,744	-
FY 2011 Tax and Waterworks CO's	307,251	-
FY 2011 Tax Supported Revenue CO's	122,479	-
FY 2011 Water Revenue CO's	29,662	-
FY 2012 General Fund Cash	72,190	-
FY 2012 Storm Water Revenue CO's	33,971,124	-
FY 2012 Water Revenue CO's	341,609	-
FY 2013 General Obligation Bonds	2,012,007	-
FY 2013 Storm Water Revenue CO's	5,253,961	-
FY 2013 Tax Supported Revenue CO's	15,412	-
FY 2013 Wastewater Revenue CO's	1,500,000	-
FY 2014 10-Year LP&L Revenue Bonds	612	-
FY 2014 10-year Water Revenue CO's	700,000	-
FY 2014 Airport Revenue CO's	204,489	-
FY 2014 General Fund Cash	500,000	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2022-23
FY 2014 LP&L Cash	$ 250,000	-
FY 2014 LP&L Revenue Bonds	248,289	-
FY 2014 Tax Supported Revenue CO's	25	-
FY 2014 Wastewater Revenue CO's	2,835,646	-
FY 2014 Water Revenue CO's	2,577,613	-
FY 2015 Airport Revenue CO's	2,342,250	-
FY 2015 Gateway Streets Revenue CO's	111,704	-
FY 2015 General Fund Cash	672,000	-
FY 2015 LP&L Revenue Bonds	200,000	-
FY 2015 PFC Revenue CO's	381,729	-
FY 2015 Storm Water Cash	500,000	-
FY 2015 Tax Supported Revenue CO's	11,235,487	-
FY 2015 Wastewater Revenue CO's	7,862,599	-
FY 2015 Water Cash	180,149	-
FY 2015 Water Revenue CO's	1,099	-
FY 2016 10-Year LP&L Revenue Bonds	250	-
FY 2016 10-Year TIF Revenue CO's	1,500,000	-
FY 2016 7-Year Solid Waste Revenue CO's	344,730	-
FY 2016 CBD TIF Revenue CO's	700,000	678,955
FY 2016 General Fund Cash	2,899,963	-
FY 2016 LP&L Cash	204,200	-
FY 2016 LP&L Revenue Bonds	304,222	-
FY 2016 PFC Revenue CO's	283,605	-
FY 2016 Storm Water Cash	1,000,000	-
FY 2016 Tax Supported Revenue CO's	53,597,466	-
FY 2016 Wastewater Revenue CO's	1,962,846	-
FY 2016 Water Cash	193,068	-
FY 2017 30-Year LP&L Revenue Bonds	1,314,128	-
FY 2017 7-Year Tax Revenue CO's	4,779,743	-
FY 2017 Airport Cash	247,055	-
FY 2017 CBD TIF Revenue CO's	3,800,000	700,000
FY 2017 General Fund Cash	3,044,608	-
FY 2017 LP&L Cash	-	777,811
FY 2017 LP&L Revenue Bonds	16,449	-
FY 2017 North Overton TIF Cash	150,000	-
FY 2017 Solid Waste Cash	500,000	-
FY 2017 Storm Water Cash	759,236	-
FY 2017 Tax Supported Revenue CO's	496,030	-
FY 2017 TWBD CO's	35,000,000	-
FY 2017 Wastewater Cash	1,090,000	-
FY 2017 Wastewater Revenue CO's	2,692,749	-
FY 2017 Water Cash	4,209,723	-
FY 2018 10-Year LP&L Revenue Bonds	4,065,000	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2022-23
FY 2018 20-Year LP&L Revenue Bonds	$ 965,225	-
FY 2018 30-Year LP&L Revenue Bonds	2,074,632	-
FY 2018 Airport Cash	191,203	-
FY 2018 CBD TIF Cash	74,494	-
FY 2018 Gateway Streets CO's	2,578,930	-
FY 2018 General Fund Cash	7,011,428	-
FY 2018 LP&L Cash	335,000	1,114,918
FY 2018 North Overton TIF Cash	750,320	-
FY 2018 Storm Water Cash	1,120,000	-
FY 2018 Tax Supported Revenue CO's	10,000,000	-
FY 2018 Water/Wastewater Cash	8,019,292	-
FY 2019 Airport Cash	600,000	-
FY 2019 Airport Revenue CO's	7,135,000	-
FY 2019 Cemetery Cash	80,000	-
FY 2019 General Fund Cash	9,669,090	-
FY 2019 Hotel Occupancy Tax	171,000	-
FY 2019 Information Technology Cash	859,480	-
FY 2019 LP&L Cash	3,258,099	13,166
FY 2019 North Overton TIF Cash	1,700,000	-
FY 2019 PFC Revenue CO's	15,340,000	-
FY 2019 Storm Water Cash	800,801	-
FY 2019 Tax Supported Revenue CO's	50,250,000	-
FY 2019 Texas Water Development Board Bonds	20,635,000	-
FY 2019 Water/Wastewater Cash	6,726,809	-
FY 2019 Water/Wastewater Revenue CO's	6,500,000	-
FY 2020 Airport Cash	1,000,000	-
FY 2020 Civic Center Cash	714,218	-
FY 2020 Gateway Streets Revenue CO's	8,100,000	-
FY 2020 General Fund Cash	12,973,702	-
FY 2020 General Fund Tax Notes	41,051	-
FY 2020 Hotel Occupancy Tax	657,537	-
FY 2020 Information Technology Cash	100,000	-
FY 2020 LP&L Cash	1,453,916	523,553
FY 2020 North Overton TIF Cash	300,000	-
FY 2020 Storm Water Cash	1,629,079	-
FY 2020 Tax Notes	1,250,000	-
FY 2020 Water/Wastewater Cash	11,186,248	-
FY 2020 Water/Wastewater Revenue CO's	48,206,427	-
FY 2021 20-Year LP&L Revenue Bonds	18,011,137	-
FY 2021 30-Year LP&L Revenue Bonds	23,527,204	-
FY 2021 Airport Cash	1,274,000	-
FY 2021 CBD TIF Cash	406,500	-
FY 2021 Gateway Streets Cash	100,000	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	Funding FY 2022-23
FY 2021 General Fund Cash	$ 15,532,851	-
FY 2021 General Fund Tax Notes	116,469	-
FY 2021 Information Technology Cash	30,000	-
FY 2021 LP&L Cash	15,756,100	107,144
FY 2021 North Overton TIF Cash	600,000	-
FY 2021 Storm Water Cash	3,658,357	-
FY 2021 Storm Water Revenue CO's	-	-
FY 2021 Tax Supported Revenue CO's	35,348,970	-
FY 2021 Texas Water Development Board Bonds	10,455,000	-
FY 2021 Water/Wastewater Cash	10,599,547	-
FY 2021 Water/Wastewater Revenue CO's	5,000,000	-
FY 2022 30-Year LP&L Revenue Bonds	5,398,238	6,150,000
FY 2022 Airport Cash	624,000	-
FY 2022 CBD TIF Cash	100,000	-
FY 2022 Cemetery Cash	8,000	-
FY 2022 Gateway Streets Cash	630,366	-
FY 2022 General Fund Cash	21,254,672	-
FY 2022 General Fund Tax Notes	5,100,000	-
FY 2022 Information Technology Cash	30,000	-
FY 2022 LP&L Cash	26,669,731	-
FY 2022 LP&L Revenue Bonds	33,362,489	16,839,273
FY 2022 North Overton TIF Cash	1,000,000	-
FY 2022 Storm Water Cash	5,880,293	-
FY 2022 Tax Supported Revenue CO's	3,000,000	-
FY 2022 Water/Wastewater Cash	26,251,685	-
FY 2022 Water/Wastewater Revenue CO's	8,200,000	-
FY 2023 Airport Cash	-	320,520
FY 2023 Cemetery Cash	-	363,491
FY 2023 Civic Center Cash	-	307,715
FY 2023 Fleet Cash	-	38,000
FY 2023 General Fund Cash	-	21,850,204
FY 2023 General Fund Tax Note	-	4,775,084
FY 2023 Hotel Occupancy Tax	-	268,661
FY 2023 LP&L Cash	-	16,726,908
FY 2023 North Overton TIF Cash	-	3,500,000
FY 2023 Radio Shop Cash	-	850,000
FY 2023 Storm Water Cash	-	5,110,000
FY 2023 Tax Supported Revenue CO's	-	17,050,014
FY 2023 Water/Wastewater Cash	-	22,821,640
FY 2023 Water/Wastewater Revenue CO's	-	15,875,000
General Capital Project Fund	3,095,209	53,400
Health Fund Cash	303,020	-
Helen Jones Foundation Grant	1,000,000	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	Funding FY 2022-23
Hotel Occupancy Tax	$	200,000	-
Hotel/Motel Funds		564,380	-
Information Technology Cash		87,500	-
Lubbock County Proceeds		5,285,627	-
Market Lubbock Inc. Capital Project Fund		100,000	-
North Overton TIF Capital Project Fund		249,680	-
Parks Capital Projects Fund		700	-
Public Works Capital Project Fund		64,252	-
School District Cash Donation		230,868	-
Storm Water CIP Fund		252,132	-
Street Capital Project Fund		12,992	-
Texas Water Development Board		562,500	-
TxDOT Participation		1,700,756	-
United States Air Force Funding		1,416,931	-
Wastewater Capital Project Fund		250,000	-
Wastewater Cash		320,082	-
Water/Wastewater Capital Project Fund		1,173,451	-
Westwind Realty, L.P. Funding		400,594	-
Total Funding	**$**	**833,325,074**	**147,913,310**

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
101	$ 17,806.88	23,039.12	28,271.36
102	18,695.04	24,190.40	29,685.76
103	19,624.80	25,398.88	31,172.96
104	20,608.64	26,669.76	32,730.88
105	21,640.32	28,003.04	34,365.76
106	22,724.00	29,402.88	36,081.76
107	23,855.52	30,871.36	37,887.20
108	25,047.36	32,414.72	39,782.08
109	26,301.60	34,037.12	41,772.64
110	27,616.16	35,738.56	43,860.96
111	28,999.36	37,525.28	46,051.20
112	30,449.12	39,402.48	48,355.84
113	31,967.52	41,371.20	50,774.88
114	33,569.12	43,440.80	53,312.48
115	35,249.76	45,613.36	55,976.96
116	37,011.52	47,893.04	58,774.56
117	38,049.44	49,238.80	60,428.16
118	39,954.72	51,703.60	63,452.48
119	41,953.60	54,289.04	66,624.48
120	44,052.32	57,004.48	69,956.64
121	46,248.80	59,848.88	73,451.04
122	47,542.56	61,524.32	75,506.08
123	49,915.84	64,596.48	79,277.12
124	52,416.00	67,829.84	83,243.68
125	55,038.88	71,221.28	87,403.68
126	57,786.56	74,782.24	91,777.92

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
127	59,814.56	77,403.04	94,991.52
128	62,801.44	81,272.88	99,744.32
129	65,942.24	85,336.16	104,730.08
130	69,243.20	89,605.36	109,967.52
131	72,704.32	94,084.64	115,464.96
132	76,340.16	98,788.56	121,236.96
133	80,154.88	103,727.52	127,300.16
134	84,163.04	108,911.92	133,660.80
135	88,370.88	114,359.44	140,348.00
136	92,784.64	120,072.16	147,359.68
137	97,429.28	126,081.28	154,733.28
138	102,300.64	132,385.76	162,470.88
139	106,381.60	137,670.00	168,958.40
140	111,706.40	144,555.84	177,405.28
141	117,289.12	151,782.80	186,276.48
142	123,152.64	159,371.68	195,590.72
143	129,311.52	167,341.20	205,370.88
144	135,778.24	175,708.00	215,637.76
145	142,567.36	184,492.88	226,418.40
146	149,697.60	193,720.80	237,744.00
147	157,181.44	203,404.24	249,627.04
148	165,035.52	213,572.32	262,109.12
149	173,291.04	224,253.12	275,215.20
150	181,954.24	235,464.32	288,974.40

Pay Plan reflects annual salary amount

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
201	$ 8.013	10.368	12.722
202	8.412	10.885	13.357
203	8.831	11.429	14.027
204	9.273	12.001	14.728
205	9.738	12.601	15.464
206	10.226	13.232	16.237
207	10.734	13.891	17.048
208	11.271	14.586	17.901
209	11.836	15.317	18.797
210	12.426	16.081	19.736
211	13.049	16.886	20.722
212	13.701	17.730	21.759
213	14.385	18.616	22.847
214	15.105	19.548	23.990
215	15.861	20.525	25.188
216	16.655	21.552	26.449
217	17.486	22.628	27.769
218	18.361	23.761	29.160
219	19.279	24.948	30.617
220	20.244	26.196	32.148
221	21.254	27.505	33.755
222	22.318	28.881	35.444
223	23.432	30.324	37.215
224	24.605	31.841	39.076
225	25.836	33.433	41.029
226	27.127	35.104	43.080

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
227	28.483	36.859	45.234
228	29.906	38.702	47.497
229	31.401	40.636	49.871
230	32.973	42.669	52.365
231	34.621	44.802	54.983
232	36.352	47.043	57.733
233	38.169	49.394	60.619
234	40.079	51.864	63.648
235	42.082	54.458	66.833
236	44.184	57.178	70.172
237	46.395	60.039	73.682
238	48.715	63.042	77.368
239	51.148	66.192	81.235
240	53.708	69.502	85.296
241	56.392	72.977	89.562
242	59.212	76.626	94.039
243	62.173	80.458	98.742
244	65.282	84.481	103.679
245	68.546	88.704	108.861
246	71.973	93.140	114.306
247	75.572	97.796	120.020
248	79.349	102.685	126.021
249	83.318	107.820	132.322
250	87.483	113.211	138.938

Pay Plan reflects hourly rate

Exhibit E - Police Pay Plan

Grade	Title		Step A	Step B	Step C	Step D	Step E	Step F
PCS6	Police Asst. Chief	(H)	70.332	73.846	77.543			
		(B)	5,626.56	5,907.68	6,203.44			
		(M)	12,190.88	12,799.97	13,440.79			
		(A)	146,290.56	153,599.68	161,289.44			
PCS5	Police Deputy Chief/Captain		60.182	63.188	66.980			
			4,814.56	5,055.04	5,358.40			
			10,431.55	10,952.59	11,609.87			
			125,178.56	131,431.04	139,318.40			
PCS4	Police Lieutenant		51.741	54.330	57.317			
			4,139.28	4,346.40	4,585.36			
			8,968.44	9,417.20	9,934.95			
			107,621.28	113,006.40	119,219.36			
PCS3	Police Sergeant		45.356	47.624	50.482			
			3,628.48	3,809.92	4,038.56			
			7,861.71	8,254.83	8,750.21			
			94,340.48	99,057.92	105,002.56			
PCS2	Police Detective/Corporal		43.196					
			3,455.68					
			7,487.31					
			89,847.68					
								10 years
PCS1	Patrol Officer		31.659	33.242	34.904	36.825	39.589	42.558
			2,532.72	2,659.36	2,792.32	2,946.00	3,167.12	3,404.64
			5,487.56	5,761.95	6,050.03	6,383.00	6,862.09	7,376.72
			65,850.72	69,143.36	72,600.32	76,596.00	82,345.12	88,520.64
PNC(E2)	Entry Level II		31.659					
	(Pay grade does not indicate		2,532.72					
	Civil Service status)		5,487.56					
			65,850.72					
PNC(E1)	Entry Level I		28.847					
	(non-Civil Service)		2,307.76					
			5,000.15					
			60,001.76					
PNCSP	Cadet		28.847					
	(non-Civil Service)		2,307.76					
			5,000.15					
			60,001.76					

PNCSP is a non-classified, non-civil service, civilian grade for employees seeking to enter a future academy class in order to become classified police officers. PNCE1-A is a non-classified, non-civil service, civilian grade for employees entering an academy class in order to become classified police officers. All employees of the police department who seek to become classified police officers start at either PNCSP or PNCE1-A, unless they start employment already certified as peace officers by TCOLE, in which case they may start at either PNCSP or PNCE1-B. Employees starting at either PNCSP or PNCE1-A progress to PNCE1-B when they become certified as peace officers by TCOLE.

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

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

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

If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classified position (PNCE1-B and above) is based on time in that classification. Time spent in "move-up" does not count toward time in the “move up” classification. Seniority is based on all years of service as a sworn/classified police officer (PNCE1-B and above) or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.

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

Exhibit E - Fire Pay Plan (40 Hour Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS7	Fire Deputy Chief																				
	H	70.119	71.039	71.958	72.878	73.797	74.716	75.636													
	B	5,609.52	5,683.12	5,756.64	5,830.24	5,903.76	5,977.28	6,050.88													
	A	145,847.52	147,761.12	149,672.64	151,586.24	153,497.76	155,409.28	157,322.88													
FCS6	Fire Division Chief																				
	H	65.814	66.079	66.343	66.608	66.871	67.137	67.402	67.669	67.931											
	B	5,265.12	5,286.32	5,307.44	5,328.64	5,349.68	5,370.96	5,392.16	5,413.52	5,434.48											
	A	136,893.12	137,444.32	137,993.44	138,544.64	139,091.68	139,644.96	140,196.16	140,751.52	141,296.48											
FCS5	Fire Battalion Chief																				
	H	59.126	59.591	60.054	60.517	60.980	61.444	61.905	62.371	62.834	63.296	63.780									
	B	4,730.08	4,767.28	4,804.32	4,841.36	4,878.40	4,915.52	4,952.40	4,989.68	5,026.72	5,063.68	5,102.40									
	A	122,982.08	123,949.28	124,912.32	125,875.36	126,838.40	127,803.52	128,762.40	129,731.68	130,694.72	131,655.68	132,662.40									
FCS4	Fire Captain																				
	H	51.423	51.807	52.191	52.576	52.959	53.343	53.727	54.113	54.496	54.880	55.264	55.649	56.033							
	B	4,113.84	4,144.56	4,175.28	4,206.08	4,236.72	4,267.44	4,298.16	4,329.04	4,359.68	4,390.40	4,421.12	4,451.92	4,482.64							
	A	106,959.84	107,758.56	108,557.28	109,358.08	110,154.72	110,953.44	111,752.16	112,555.04	113,351.68	114,150.40	114,949.12	115,749.92	116,548.64							
FCS3	Fire Lieutenant																				
	H	45.985	46.235	46.484	46.736	46.984	47.233	47.483	47.735	47.986	48.236	48.485	48.735	48.986	49.235	49.487					
	B	3,678.80	3,698.80	3,718.72	3,738.88	3,758.72	3,778.64	3,798.64	3,818.80	3,838.88	3,858.88	3,878.80	3,898.80	3,918.88	3,938.80	3,958.96					
	A	95,648.80	96,168.80	96,686.72	97,210.88	97,726.72	98,244.64	98,764.64	99,288.80	99,810.88	100,330.88	100,848.80	101,368.80	101,890.88	102,408.80	102,932.96					
FCS2	Fire Equipment Oper.																				
	H	42.450	42.646	42.840	43.036	43.232	43.427	43.626	43.820	44.016	44.211	44.406	44.602	44.798	44.994	45.190	45.385	45.583			
	B	3,396.00	3,411.68	3,427.20	3,442.88	3,458.56	3,474.16	3,490.08	3,505.60	3,521.28	3,536.88	3,552.48	3,568.16	3,583.84	3,599.52	3,615.20	3,630.80	3,646.64			
	A	88,296.00	88,703.68	89,107.20	89,514.88	89,922.56	90,328.16	90,742.08	91,145.60	91,553.28	91,958.88	92,364.48	92,772.16	93,179.84	93,587.52	93,995.20	94,400.80	94,812.64			
FCS1	Fire Fighter																				
	H	31.383	31.908	32.435	32.962	33.491	34.017	34.544	35.071	35.597	36.124	36.650	37.180	37.705	38.234	38.763	39.287	39.814	40.342	40.869	41.396
	B	2,510.64	2,552.64	2,594.80	2,636.96	2,679.28	2,721.36	2,763.52	2,805.68	2,847.76	2,889.92	2,932.00	2,974.40	3,016.40	3,058.72	3,101.04	3,142.96	3,185.12	3,227.36	3,269.52	3,311.68
	A	65,276.64	66,368.64	67,464.80	68,560.96	69,661.28	70,755.36	71,851.52	72,947.68	74,041.76	75,137.92	76,232.00	77,334.40	78,426.40	79,526.72	80,627.04	81,716.96	82,813.12	83,911.36	85,007.52	86,103.68
FNCS1	Prob. Fire Fighter																				
	H	29.589																			
	B	2,367.12																			
	A	61,545.12																			

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

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

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

Exhibit E - Fire Pay Plan (Kelly Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS5	Fire Battalion Chief																				
	H	42.233	42.565	42.896	43.227	43.557	43.890	44.218	44.551	44.882	45.212	45.557									
	B	4,476.70	4,511.89	4,546.98	4,582.06	4,617.04	4,652.34	4,687.11	4,722.41	4,757.49	4,792.47	4,829.04									
	A	116,394.15	117,309.14	118,221.38	119,133.61	120,043.09	120,960.84	121,864.81	122,782.56	123,694.79	124,604.27	125,555.09									
FCS4	Fire Captain																				
	H	36.732	37.005	37.280	37.554	37.827	38.103	38.376	38.653	38.926	39.202	39.475	39.749	40.024							
	B	3,893.59	3,922.53	3,951.68	3,980.72	4,009.66	4,038.92	4,067.86	4,097.22	4,126.16	4,155.41	4,184.35	4,213.39	4,242.54							
	A	101,233.39	101,985.78	102,743.68	103,498.82	104,251.21	105,011.87	105,764.26	106,527.67	107,280.06	108,040.71	108,793.10	109,548.24	110,306.14							
FCS3	Fire Lieutenant																				
	H	32.847	33.026	33.203	33.383	33.561	33.738	33.916	34.096	34.277	34.454	34.633	34.811	34.990	35.167	35.348					
	B	3,481.78	3,500.76	3,519.52	3,538.60	3,557.47	3,576.23	3,595.10	3,614.18	3,633.36	3,652.12	3,671.10	3,689.97	3,708.94	3,727.70	3,746.89					
	A	90,526.33	91,019.66	91,507.47	92,003.55	92,494.12	92,981.93	93,472.50	93,968.58	94,467.41	94,955.22	95,448.55	95,939.12	96,432.44	96,920.25	97,419.09					
FCS2	Fire Equipment Oper																				
	H	30.322	30.461	30.600	30.741	30.881	31.020	31.161	31.300	31.440	31.580	31.720	31.860	31.999	32.139	32.279	32.419	32.560			
	B	3,214.13	3,228.87	3,243.60	3,258.55	3,273.39	3,288.12	3,303.07	3,317.80	3,332.64	3,347.48	3,362.32	3,377.16	3,391.89	3,406.73	3,421.57	3,436.41	3,451.36			
	A	83,567.43	83,950.52	84,333.60	84,722.20	85,108.04	85,491.12	85,879.72	86,262.80	86,648.64	87,034.48	87,420.32	87,806.16	88,189.24	88,575.08	88,960.92	89,346.76	89,735.36			
FCS1	Fire Fighter																				
	H	22.416	22.791	23.168	23.545	23.922	24.298	24.674	25.052	25.427	25.803	26.179	26.557	26.932	27.311	27.687	28.062	28.438	28.816	29.192	29.568
	B	2,376.10	2,415.85	2,455.81	2,495.77	2,535.73	2,575.59	2,615.44	2,655.51	2,695.26	2,735.12	2,774.97	2,815.04	2,854.79	2,894.97	2,934.82	2,974.57	3,014.43	3,054.50	3,094.35	3,134.21
	A	61,778.50	62,812.00	63,851.01	64,890.02	65,929.03	66,965.29	68,001.54	69,043.31	70,076.81	71,113.07	72,149.32	73,191.09	74,224.59	75,269.12	76,305.37	77,338.87	78,375.13	79,416.90	80,453.15	81,489.41
FNCS1	Prob. Fire Fighter																				
	H	21.135																			
	B	2,240.31																			
	A	58,248.06																			

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

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

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

Exhibit F - Position Control Summary

	Budget FY 2022-23
Administrative Services	
City Attorney	15
City Council	3
City Manager	9
City Secretary	10
Facilities Management	16
Finance	33
Human Resources	11
Internal Audit	3
Communications and Marketing	9
Total Administrative Services	109
Development Services	
Building Safety	32
Codes	28
Environmental Health	16
Planning	11
Total Development Services	87
Cultural and Recreation Services	
Library	35
Cultural Arts	9
Parks and Recreation	79
Total Cultural and Recreation Services	123
Public Works	
Engineering	45
Solid Waste	99
Streets	43
Traffic	34
Total Public Works	221
Public Safety and Health Services	
Animal Services	29
Fire	446
Municipal Court	21
Police	573
Public Health	50
Total Public Safety and Health Services	1,119
TOTAL GENERAL FUND	1,659

Exhibit F - Position Control Summary

	Budget FY 2022-23
Internal Service Funds	
Fleet	24
Health Benefits	4
Information Technology	34
Telecommunications	3
GIS &Data Services	10
Radio Shop	9
Print Shop/Warehouse	6
Risk Management	6
Total Internal Service Funds	96
Enterprise Funds	
Airport	50
Cemetery	6
Civic Centers	18
Lake Alan Henry	2
Lubbock Power and Light	348
Storm Water	32
Water/Wastewater	228
Total Enterprise Funds	684
Special Revenue Funds	
Civic Lubbock	6
Community Development	14
Economic Development	3
Total Special Revenue Funds	23
TOTAL CITY FUNDS	2,462

Exhibit G - Changes to Proposed FY 2022-23 Budget

General Fund		
Increase Compensation (Fire Public Safety Dispatch)	$	29,648
Increase Benefits (Fire Public Safety Dispatch)		6,800
Increase Use of Excess Reserves		36,448
Decrease Transfer from Storm Water - Playa Lake Maintenance	$	15,978
Increase Use of Excess Reserves		15,978
Increase Compensation (Public Works Dispatch)	$	11,275
Increase Benefits (Public Works Dispatch)		2,777
Decrease Compensation-Temporary Employee Salary (Public Works Dispatch)		14,052
Increase Professional Services/Training (North, South & East Patrol Divisions)	$	47,500
Increase Use of Excess Reserves		47,500
Water/Wastewater Fund		
Add Assistant Director of Water Utilities		
Delete Water Resource Manager		
Increase Compensation (Water Administration)	$	23,782
Increase Benefits (Water Administration)		5,363
Decrease Professional Sevices/Training (Water Admin-Outside Legal Services)		29,145
Changes Due to No New Revenue Rate		
General Fund		
Decrease Property Tax Revenue	$	1,248,809
Increase Sales Tax Revenue		516,081
Increase Use of Excess Reserves		287,952
Delete Four Heavy Equipment Operator III		
Decrease Compensation (Paved Streets)		165,842
Decrease Benefits (Paved Streets)		90,305
Delete One Sr Grounds Maintenance Worker		
Delete Three Park Construction & Maintenance Worker		
Decrease Compensation (Park Maintenance)		107,902
Decrease Benefits (Park Maintenance)		76,067
Decrease Credit Card Charges (Building Safety)		66,500
Decrease Credit Card Charges (Accounting)		13,160
Increase Compensation for Juvenile Curfew Program (Patrol)		75,000
Debt Service Fund		
Increase Ad Valorem Tax Collections	$	23,047
Decrease Use of Excess Reserves		23,047
Economic Development Fund		
Decrease Ad Valorem Tax Collections	$	87,233
Decrease Market Lubbock Inc		87,233

Exhibit G - Changes to Proposed FY 2022-23 Budget

FY 2021-22 Operating Budget and Capital Program Amendments After Filing Proposed Budget
Amendments not included in the FY 2022-23 Proposed Operating Budget and Capital

Approved on the August 19, 2022 City Council Meeting:

Central Business District TIF Capital Fund		
CIP 92756 Civic Park		
Increase appropriation and funding	$	500,000

Approved on the August 23, 2022 City Council Meeting:

Abandoned Vehicle Fund		
Increase appropriation and funding	$	345,000
Grant Fund		
Accept and appropriate two Solid Waste grants	$	10,000

AI# 10981
Regular City Council Meeting
09/13/2022:

6. 5.

Information

Agenda Item

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2022-23 Budget that raises more tax revenue than was generated in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

a. One vote to adopt the budget; and
b. A separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2022-23 Operating Budget and Capital Program raises more total property taxes than last year's budget by $3,407,463 or 3.52 percent, and of that amount, $2,936,276 is tax revenue to be raised from new property added to the tax roll this year.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted a FY 2022-23 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2022-23 budget that will raise more property tax revenue than was generated in the previous year.

Passed by the City Council this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Res.Property Tax Revenue Ratification
8-8-22

AI# 10982
Regular City Council Meeting
09/13/2022:

6. 6.

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2022-O0137 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2022; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

This is the second reading of the ordinance adopting and levying the tax rate for 2022. Prior to considering the ordinance adopting and levying of the tax rate, the City Council must consider the ordinance adopting the budget. The second reading adopting the budget is Item 6.4 on today's agenda. The property tax is proposed at $0.476762 per $100 valuation. The tax rate is distributed as follows:

	Rate
General Fund Maintenance and Operations	$0.348816
Interest and Sinking Fund	0.108317
Economic Development	0.019629
Total	**$0.476762**

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate $76,354,112; the Interest and Sinking Fund tax rate will generate $23,710,060; and the Economic Development tax rate will generate $4,296,692.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Tax Rate Ordinance - NNR

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2022; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

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

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2022 the sum of $0.476762 per One Hundred and No/100s Dollars ($100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

$0.108317 per $100 valuation to the Interest and Sinking Fund;

$0.348816 per $100 valuation to the General Fund; and

$0.019629 per $100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2023, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.34 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY -$34.52.

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

****

Passed by the City Council on second reading this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

Council members present but not voting:

Council members absent:

****

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney

Information

Agenda Item

Resolution - Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2022-23 and distributing receipts, net of collection of expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel Occupancy Tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code, as directed by the City Council. The total revenue projected for FY 2022-23 is $8.7 million an increase of $1.9 from the prior year budget.

The FY 2022-23 Operating Budget includes changes to the FY 2021-22 allocation as follows:

- Civic Center Operations and Marketing allocation increased from 27.9 percent to 29.7 percent.
- Buddy and Maria Elena Holly Plaza Debt Service allocation decreased from 1.3 percent to 1.0 percent.
- The allocation, Transfer to TIF - Conference Center decreased from 4.9 percent to 4.1 percent.
- The allocation, Transfer to CIP - Civic Center Exterior Improvements, will decrease from 3.7 percent to 3.1 percent

Budgeted expenditures have increased $1.9 million from the prior year budget for FY 2022-23.

The funds received from the hotel occupancy tax shall be distributed as follows:

Entity	Percentage
Convention and Tourism Bureau	42.38340%
Civic Center Operations/Marketing	29.67797%
Visiting and Participatory & Spectator Sports Marketing	13.81600%
North Overton TIF Conference Center Debt Service	4.11311%
Civic Lubbock, Inc.	5.92120%
Buddy & Maria Elena Holly Plaza Debt Service	1.00872%
Transfer to Civic Center CIP	3.07960%
Total	**100.0000%**

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

HOT Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	42.38340 percent
Civic Center Operations/Marketing	29.67797percent
Visiting Participatory & Spectator Sports Marketing	13.81600 percent
North Overton TIF Conference Center Debt Service	4.11311 percent
Civic Lubbock, Inc.	5.92120 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.00872 percent
Transfer to Civic Center Capital	3.07960 percent
	Total 100.00000 percent

2. THAT to the extent revenue is collected, each of the above entities will receive 100 percent of actual revenue at the percentage indicated.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich,
Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims,
Deputy City Attorney

RES.Hotel-Motel 22-23

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2022.

Item Summary

A clean copy of the Tariff, along with a red-lined copy of the Tariff, is provided for back up. The attached Tariff does not include a rate increase for any rate class. The material changes in the Tariff for consideration by the City Council are summarized as follows:

I. Customer Installation, Section III-I:

- Added language to clarify that back-billing shall not exceed a period of six months but for instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

II. Agreed Payment Arrangement, Section III-12e:

- Updated agreed payment arrangement language for clarity and conciseness disclosing that no agreements will be extended beyond September 30, 2023 as the move to retail competition is set to occur in late 2023.

III. Prorating - Section added for rate classes 1, 3, 5, 10, 11, 15, 16, 16P,16T, 17, 19, 21, Guard Light, and Flood Light Serivces:

- Added language stating that LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities

IV. Demand Cap Phase Out - last sentence in the "Demand" Section for rate classes 15, 16, 16P and 17:

In FY 2015-16, the Electric Utility Board began phasing out the demand cap in the four aforementioned rate classes. The Board recommends the eighth year of a multi-year phase-out of the demand cap. The phase-out approach ensures that no commercial customer will see more than a 20% adjustment on their statement related to the demand cap adjustment.

- For certain low load-factor commercial customers, who are affected by a demand cap, the demand charge is currently limited. This limitation results in slightly higher rates for customers that do not benefit from the demand cap.

V. Budget Billing - Section for rate classes 1, 3, and 5:

- Added language stating that no new customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, LP&L will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still

owed at the time the market opens to retail electric providers.

VI. Utility Cost Recovery Fees for New Construction:

- The Utility Cost Recovery Fees for new construction were revised as follows:
  - Commercial: $19.29/linear foot
  - Residential Subdivisions Full w/ Alleys: $25.92/linear foot
  - Residential Subdivisions Half w/Alleys: $19.44/linear foot
  - Residential Subdivisions Full No Alleys: $25.92/linear foot
  - Residential Subdivisions Half No Alleys: $19.44/linear foot

Fiscal Impact

The attached Tariff does not include a rate increase for any rate class.

Staff/Board Recommending

Electric Utility Board

Attachments

Resolution - CC

FY 2022-23 Tariff (Clean)

FY 2022-23 Tariff (Redline)

LPL Resolution - Executed

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate / tariff schedule ("Tariff") for Lubbock Power & Light to the City Council pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, the Electric Utility Board, by Resolution dated July 19, 2022, approved the Tariff for Lubbock Power & Light, as attached hereto, and recommended that the City Council adopt the Tariff, with an effective date of October 1, 2022.

WHEREAS, Chapter 1, Article XII, Section 1, of the City of Lubbock Charter and § 2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Tariff of Lubbock Power & Light be approved by the City Council prior to its adoption; NOW THEREFORE:

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

THAT Lubbock Power & Light's Electric Tariff, as attached hereto, be approved and adopted with an effective date of October 1, 2022.

Passed by the City Council on the ____ day of September, 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



Lubbock Power & Light

The power is yours.

Electric Rate/Tariff Schedule

Amended October 1, 2022

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

II. DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rates 5 and 16, as applicable.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have

been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

2. Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.**

3. Intentional Interruption of Service. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

   a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
   b. will lessen or remove possible danger to life or property;
   c. will aid in the restoration of Service;
   d. is required to make necessary repairs to or changes in the Facilities; or
   e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the

Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

4. Disclaimer of Warranties. **LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:

   a. Disconnection with notice. LP&L may disconnect Service after proper notice for any of the following reasons:

      (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by these General Terms and Conditions;
      (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
      (iv) for failure to comply with these General Terms and Conditions.

   b. Disconnection without notice. LP&L may disconnect Service without prior notice for any of the following reasons:

      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where Service is connected without authority by a person who has not made application for Service;
      (iii) where Service was reconnected without authority after termination for nonpayment;
      (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
      (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
      (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
      (v) any other unauthorized use, including the sale or resale of Service.

   c. Refusal of Service. LP&L may refuse to serve an Applicant for any of the following reasons:

      (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;

(ii) Applicant owes a debt to LP&L for Service;

(iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;

(iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.

(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;

(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or

(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.

(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L shall require a deposit for Service, in accordance with the following terms and conditions:

a. LP&L shall require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), whichever is greater, except as provided herein.

b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced

by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services becomes delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant :

(i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
(ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
(iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services become delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:
(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain,

or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.
    a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
    b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
    c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220

240	220-254
277	254-293
480	440-508

12. Agreed Payment Arrangement. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.

    a. The agreed payment arrangement must be in writing.
    b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
    c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
    d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
    e. No agreed payment arrangements can extend beyond September 30, 2023.

13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

14. Critical Care Residential Customers and Critical Load Industrial Customers.

    a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

    b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential

Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.

15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.

17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge: $30.43 per month per Meter

Summer Energy Charge (≤1,000kWh):	$0.01292 per kWh
Summer Energy Charge (>1,000kWh):	$0.02349 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00397 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01175 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:	The billing months of June through September
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
BUDGET BILLING:	Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2022

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per Meter
Energy Charge:	$0.01987 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2022

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.77 per month
Energy Charge (≤1,000kWh):	$0.00076 per kWh
Energy Charge (>1,000kWh):	$0.01878 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.56 per month per Meter
Energy Charge:	$0.00080 per kWh
Summer Demand Charge:	$8.00922 per kW
Non-Summer Demand Charge:	$4.28400 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for Service supplied at primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE: To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2022

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2022

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$16.77 per month per Meter
Energy Charge:	$0.01847 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2022

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per Meter
Energy Charge:	$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2022.

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS	LP&L shall consider the on-peak/off-peak billing periods as follows: Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays Off-Peak – All other hours. Non-Summer Months: On-Peak – All hours.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, 2022.

GUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2022

FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE: For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase. 120 or 240 volts.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2022

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
TERRITORY:	LP&L Service Territory
RATE: (PER LINEAR FOOT)	**Commercial: $19.29** **Residential Subdivisions Full w/ Alleys: $25.92** **Residential Subdivisions Half w/Alleys: $19.44** **Residential Subdivisions Full No Alleys: $25.92** **Residential Subdivisions Half No Alleys: $19.44**
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
CONDITIONS OF SERVICE:	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2022

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.
TERRITORY:	LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE:	Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.
EFFECTIVE DATE:	October 1, 2022

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.



Electric Rate/Tariff Schedule

Amended October 1, 2022~~1~~

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

II. DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 ~~megawatts~~ kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean ~~an interconnection agreement as originally approved by the Electric Utility Board ("EUB") by Resolution Number EUB 2015-R0054, dated October 20, 2015, amended by the EUB by Resolution Number EUB 2018-R0072, dated August 21, 2018, and as may be amended, modified, or replaced by action of the EUB.~~the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rates 5 and 16, as applicable.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is

billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

2. Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.**

3. Intentional Interruption of Service. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

   a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
   b. will lessen or remove possible danger to life or property;
   c. will aid in the restoration of Service;
   d. is required to make necessary repairs to or changes in the Facilities; or
   e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

4. Disclaimer of Warranties. **LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:

   a. Disconnection with notice. LP&L may disconnect Service after proper notice for any of the following reasons:

      (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by these General Terms and Conditions;
      (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
      (iv) for failure to comply with these General Terms and Conditions.

   b. Disconnection without notice. LP&L may disconnect Service without prior notice for any of the following reasons:

      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where Service is connected without authority by a person who has not made application for Service;
      (iii) where Service was reconnected without authority after termination for nonpayment;
      (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
      (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
      (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
      (v) any other unauthorized use, including the sale or resale of Service.

   c. Refusal of Service. LP&L may refuse to serve an Applicant for any of the following reasons:

(i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;
(ii) Applicant owes a debt to LP&L for Service;
(iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;
(iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.
(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;
(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or
(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.
(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L shall require a deposit for Service, in accordance with the following terms and conditions:

a. LP&L shall require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), whichever is greater, except as provided herein.

b. A ~~n Applicant for~~ residential Applicant may ~~Service shall~~ be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and

1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by

treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services becomes delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

~~d.~~e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant :

(i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
(ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
(iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of

whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

~~e.~~f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services become delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

~~f.~~g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

~~g.~~h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

~~h.~~i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:

(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

~~i.~~j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. –Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices

and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.
   a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
   b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
   c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**

120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

12. Agreed Payment Arrangement~~Plan~~. ~~–~~LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon ~~plan~~arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment ~~plan~~ arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment ~~plan~~ arrangement shall be subject to all the following terms and conditions.

    a. The agreed payment ~~plan~~ arrangement must be in writing.~~;~~
    b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
    c. In the event of a conflict between a written agreed payment ~~plan~~ arrangement and the Tariff, unless otherwise provided by in agreed payment ~~plan~~arrangement, the terms and conditions of the Tariff shall control.
    d. Failure to pay according to the payment ~~plan~~ arrangement may result in disconnection of Service to Customer.
    ~~d.~~e. No agreed payment arrangements can extend beyond September 30, 2023.

13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

14. Critical Care Residential Customers and Critical Load Industrial Customers.

    a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service ma~~n~~y be interrupted as provided herein.

15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.

17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal**

proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: ~~Budget billing is available upon request.~~ Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. ~~Customers must have a minimum of 12 months history at their current address to qualify for budget billing.~~ Customers ~~must have a zero balance at the time budget billing is implemented and~~ must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING:

Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.

~~Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.~~

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, ~~2021~~2022

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge: $30.43 per month per Meter

Summer Energy Charge (≤1,000kWh):	$0.01292 per kWh
Summer Energy Charge (>1,000kWh):	$0.02349 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00397 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01175 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS: The billing months of June through September

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.

~~Budget billing is available upon request. Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per Meter
Energy Charge:	$0.01987 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.77 per month
Energy Charge (≤1,000kWh):	$0.00076 per kWh
Energy Charge (>1,000kWh):	$0.01878 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022



LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21~~5~~ hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.56 per month per Meter
Energy Charge:	$0.00080 per kWh
Summer Demand Charge:	$8.00922 per kW
Non-Summer Demand Charge:	$4.28400 per kW

PRORATING:	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.
NON-SUMMER MONTHS:	The billing months of October through May
SUMMER MONTHS:	The billing months of June through September
DEMAND:	LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21~~5~~ hours. There will be no demand cap for Net Metering Customers.
POWER COST RECOVERY FACTOR:	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
POWER FACTOR:	Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for Service supplied at primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21~~5~~ hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE: To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 2~~5~~1 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, ~~2021~~2022

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, ~~2021~~2022

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE:	To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$16.77 per month per Meter
	Energy Charge:	$0.01847 per kWh
PRORATING:	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.	

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per Meter
Energy Charge:	$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022.



OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS	LP&L shall consider the on-peak/off-peak billing periods as follows: Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays Off-Peak – All other hours. Non-Summer Months: On-Peak – All hours.
EFFECTIVE DATE:	For all Meters read by LP&L on or after October 1, ~~2021~~2022.

GUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, ~~2021~~2022

FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.

APPLICABLE: For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase. 120 or 240 volts.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, ~~2021~~2022

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
TERRITORY:	LP&L Service Territory
RATE: (PER LINEAR FOOT)	**Commercial: $19.29~~6.08~~** **Residential Subdivisions Full w/ Alleys: $25.92~~1.60~~** **Residential Subdivisions Half w/Alleys: $19.44~~6.20~~** **Residential Subdivisions Full No Alleys: $25.92~~1.60~~** **Residential Subdivisions Half No Alleys: $19.44~~6.20~~**
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
CONDITIONS OF SERVICE:	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, ~~2021~~2022

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.
TERRITORY:	LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE: Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.

EFFECTIVE DATE: October 1, ~~2021~~2022

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

RESOLUTION

WHEREAS. Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

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

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the attached Rate Schedule to the City Council and recommends that such Rate Schedule, as attached hereto, be adopted with an effective date of October 1, 2022.

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

THAT this resolution and the attached Rate Schedule be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the attached Rate Schedule are delivered to the City Secretary.

Passed by the Electric Utility Board the 19th day of July, 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, LP&L General Counsel