

City of Lubbock, Texas
Regular City Council Meeting
November 1, 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
Latrell Joy, Councilwoman, District 6



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

<http://www.mylubbock.us>

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

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.

1:30 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 22 of the Lubbock City Code and Chapter 13 of the Texas Water Code

1. 1. 2. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas

Adjourn from Executive Session

Following Executive Session, the City Council reconvenes in Open Session in City Council Chambers.

2. Ceremonial Items

2. 1. Invocation
2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m. on November 1, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**
4. **Minutes**
 4. 1. September 20, 2022 Special City Council Meeting - Electric Utility Board
October 11, 2022 Regular City Council Meeting
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 1st Reading - Finance:** Consider Budget Ordinance Amendment 1, amending the FY 2022-23 Budget for municipal purposes, respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services; providing for filing; and providing for a savings clause.
 5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 2, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate from the Texas Homeland Security Grant Division; providing for filing; and providing for a savings clause.
 5. 3. **Resolution - Right-of-Way:** Consider a resolution authorizing and directing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed and all related documents, with Amarillo Diamond, LLC, in connection with certain real property located in Section 6, Block E, Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities, and other public purposes.
 5. 4. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No.1 to Contract 14564, with Cartegraph Systems LLC, for professional and technological services for Asset Management.

5. 5. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 16927, an agreement with Parkhill, for remaining Construction Administration Professional Services for the Public Safety Improvements Project, Police Department Headquarters Facility.

5. 6. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25101489, with ADB Safegate Americas, LLC, for Airfield Lighting Systems at the Lubbock Preston Smith International Airport.

5. 7. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31069794, with Kenloch Equipment & Supply, Inc., for two street sweepers for the Streets Department.

5. 8. **Resolution - Parks and Recreation:** Consider a resolution authorizing and approving the Parks, Recreation, and Open Spaces Master Plan completed by Halff Associates, Inc., as recommended by the City of Lubbock Parks and Recreation Advisory Board.

5. 9. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to accept eGrant Award No. 4015401, on behalf of the City of Lubbock, from the Texas Homeland Security Grant Division, Office of the Governor.

5. 10. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the attorneys for the City of Lubbock, acting by and through Lubbock Power & Light, in the event a Stipulation and/or Settlement Agreement, whether unanimous or non-unanimous, is reached in the future, to execute a Stipulation and/or Settlement, whether unanimous or non-unanimous, within the parameters set forth in the resolution, resolving all issues related to and regarding the contested case styled Application of City of Lubbock, acting by and through Lubbock Power & Light, for Authority to Connect the Remaining Portion of its Load with the Electric Reliability Council of Texas and for Approval of Settlement Agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.

5. 11. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O00154, for Zone Case 3047-BB, a request of Seventeen Services LLC for Edge Concepts, for a zone change from Central Business District (CB-3) and Garden Office (GO) to Garden Office (GO) at 4511 through 4531 114th Street, located south of 114th Street and west of Quaker Avenue, Vintage Office Park Addition, Tracts C through M.

5. 12. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O00156, for Zone Case 2538-EE, a request of AMD Engineering, LLC for South Plains Electric Cooperative, Inc., for a zone change from Single-Family District (R-1) to Commercial District (C-4) at 7714 and 7702 32nd Street, located north of 32nd Street, between Alcove Avenue and Yuma Avenue, Alcove Park Addition, Tract A, and on 10.78 acres of unplatted land out of Block AK, Section 42, Tract C8.

6. **Regular Agenda**

6. 1. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O00155, for Zone Case 2995-GG, a request of RSDGP, LLC for Endeavour Enterprises, for a zone change from Local Retail District (C-2) to Commercial District (C-4) at 7411 Milwaukee Avenue, located north of 76th Street and east of Milwaukee Avenue, Bacon Crest, Tract E.
6. 2. **Resolution - Planning (District 1):** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3121 34th Street, for an alcoholic beverage permit for Frost Brewhouse, LLC.
6. 3. **Resolution - Planning (District 2):** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 5101 Avenue Q, Suite A, for an alcoholic beverage permit for Topsy's Sports Grill and Bar.
6. 4. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Red Canyon Development, LLC, for the requested annexation of an area of land generally described as 17.33 acres north of Woodrow Road and west of Quaker Avenue, into Lubbock's corporate limits, along with the adjacent right-of-way.



AI# 11097

Regular City Council Meeting

11/01/2022:

4. 1.

Information

Agenda Item

September 20, 2022 Special City Council Meeting - Electric Utility Board

October 11, 2022 Regular City Council Meeting

Item Summary

September 20, 2022 Special City Council Meeting - Electric Utility Board

October 11, 2022 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

9.20.2022 S EUB

10.11.2022

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 20, 2022
11:00 A.M.**

The City Council of the City of Lubbock, Texas met in special session on the 20th of September, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:05 A.M. CITY COUNCIL CONVENED

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

Present: Mayor Tray Payne; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

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

Note: The Electric Utility Board addressed agenda items in the following order:

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

1. PUBLIC COMMENT

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

***This item was deleted.**

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:06 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:13 p.m. and adjourned.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 1. 1. Discuss and deliberate generation matters.
 2. 1. 1. 2. Discuss and the Board will take possible action related to contract concerning generation and related purchase orders.
 2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
 2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
 2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
 2. 1. 3. 1. Discuss and deliberate purchased power agreements and fuel matters.
 2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.
 2. 1. 4. 1. Discuss and deliberate risk management strategies.
 2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).
 2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.
 2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the City Council and the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.
 2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this Agenda.
 2. 2. 3. Legal advice and counsel regarding purchased power agreements.
 2. 2. 4. Legal advice and counsel regarding pole attachment matters.
 2. 2. 5. Legal advice and counsel regarding legal issues related to customer retail choice and the provider of last resort, including Utilities Code Chapters 39 and 40, and PUC rules promulgated thereunder.
 2. 2. 6. Legal advice and counsel regarding Utilities Code Chapter 182.
 2. 2. 7. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.
2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment of a public officer or employee (Electric Utility Board).

11:30 a.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 11:30 a.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

3. **REGULAR SESSION**

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of August 16, 2022.

***This item was deleted.**
3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, customer service, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, and operational performance

metrics.

***This item was deleted.**

3. 3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market and discussion on survey handouts regarding same. Discussion may also include scheduling of a special meeting for continued strategic planning.

***This item was deleted.**

3. 4. Presentation and discussion of City Council changes to the Lubbock Power & Light Fiscal Year 2022-2023 budget as recommended by the Electric Utility Board to the City Council of the City of Lubbock.

***This item was deleted.**

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

***This item was deleted.**

3. 6. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding any updates on the transition to retail customer choice for Lubbock Power & Light's certificated area.

***This item was deleted.**

3. 7. The Board will consider a resolution approving and establishing the procedures and criteria for designating the Provider of Last Resort, Voluntary Retail Electric Providers, and Default Retail Electric Providers, upon the initiation of retail competition in Lubbock Power & Light's certificated area, authorizing the initiation of the process, and recommending same to the City Council of the City of Lubbock.

***This item was deleted.**

3. 8. Discuss and the Board will take possible minuted action regarding the time, place, and location of the Electric Utility Board's Regular Meetings for the months of November and December of 2022. Possible dates for discussion are attached, but the discussion may include other dates to the extent necessary to accommodate schedules.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and IEM Energy Consultants, LLC, regarding professional consulting services related to the restoration and start-up of LP&L's GT-3 unit. This agreement is for a not to exceed amount of \$19,500, and is for services related to the restoration and start-up of the GT-3 unit.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Engagement Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Lloyd Gosselink Rochelle & Townsend, P.C., regarding Lubbock Power & Light's comprehensive transmission cost of service case to be filed no later than May 1, 2023. The expenses for this engagement are expected to be recovered as rate case expenses.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Engagement Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Lloyd Gosselink Rochelle & Townsend, P.C., regarding regulatory filings and compliance before the Public Utility Commission of Texas.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Elgin Power Solutions, ITB# 7180-22-ELD, for LP&L TTU Distribution Transformers. This bid, in the amount of \$249,900, will support Texas Tech University (TTU) Central Heating and Cooling Plant II, (CHACP II) chiller project. TTU will install 2-new chiller units that require 4160V from LP&L, which requires a special order to accommodate.

***This item was deleted.**

4. 5. The Board will consider a resolution rejecting all bids for ITB# 7181-22-ELD, for Yellow House Equipment. Bids received exceeded engineer's estimated cost/budget and staff will re-evaluate the equipment required.

***This item was deleted.**

4. 6. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Techline Inc., ITB# 7182-22-ELD, for LP&L Residential Street Poles. This bid, in the amount of \$584,168, is necessary to support the continued growth/development of Lubbock, TX. The poles will be purchased to replenish LP&L stock and current projects needing the poles.

***This item was deleted.**

4. 7. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract by and between the City of Lubbock, acting by and through Lubbock Power & Light, and EHV Construction, LLC, RFP# 7185-22-ELD, for McDonald Substation Construction Services for \$849,394. Contractor will be responsible for all construction activities associated with adding a third transformer to McDonald Substation, as part of moving the remaining SPP load into ERCOT grid.

***This item was deleted.**

4. 8. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Deerwood Construction, Inc., RFP# 7186-22-ELD, for LP&L Trenching, Boring & Excavation Services - Annual Pricing for an estimated annual cost of \$1,500,000. Contractor will help LP&L keep up with numerous underground distribution projects necessary to support the continued growth and development of Lubbock, Texas.

***This item was deleted.**

4. 9. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and KBS Electrical Distributors, Inc., ITB# 7187-22-ELD, for LP&L Ductile Poles. This bid, in the amount of \$256,755, will be used in certain areas of overhead feeder projects related to shifting the remaining SPP load to the ERCOT grid. These feeders include Co-Op, Vicksburg, and McDonald, which are slated to begin construction in fourth quarter 2022/first quarter 2023.

***This item was deleted.**

12:13 P.M. CITY COUNCIL ADJOURNED

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

The September 20, 2022 Special City Council Meeting minutes were approved by the City Council on the 1st day of November, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 11, 2022
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of October, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:30 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

Council Member Latrelle Joy exited the meeting at 2:01 p.m.

Note: City Council addressed agenda items in the following order:

- *Executive Session; 2.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.27; and 7.1-7.2.*
- *Item No. 7.1 was postponed to October 25, 2022.*

1. Executive Session

The meeting recessed at 12:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:34 p.m., and the meeting was called to order at 2:06 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.** Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive
- 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.** Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive

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

Following the Executive Session, the City Council reconvened in City Council Chambers for a Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

City Council reconvened at 1:34 p.m.

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

2. 1. Parks Master Plan

Jarrett Atkinson, city manager; and Kalee Robinson, park programming coordinator, introduced the item, gave comments, and answered questions from City Council.

Aaron Tuley, with Halff Associates, gave a presentation on the Parks Master Plan and answered questions from City Council. Topics discussed included: the five types of assessments used in the development of the Parks Master Plan, which included demand-based, standards-based, resource-based, park conditions, and operations-based assessments; and Chapters one through six of the Parks Master Plan, which include, Chapter 1, "Introduction"; Chapter 2, "Lubbock's Parks"; Chapter 3, "Sports and Athletic Facilities"; Chapter 4, "Indoor Recreation and Aquatics"; Chapter 5, "Lubbock's Lakes"; and Chapter 6, "Implementation".

Colby VanGundy, director of parks and recreation, gave comments and answered questions from City Council.

2:00 p.m. - Regular Session

City Council concluded Work Session and began Regular Session at 2:04 p.m.

3. **Ceremonial Items**

3. 1. Invocation

Kasey Davis, firefighter and chaplain with Lubbock Fire Rescue, 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 2:06 p.m.

4. **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 October 11, 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.

5. **Minutes**

5. 1. August 16, 2022 Special City Council Meeting - Electric Utility Board
September 13, 2022 Regular City Council Meeting

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve the August 16, 2022 Special City Council Meeting - Electric Utility Board minutes; and the September 13, 2022 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (AWAY)

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 Dr. Jennifer Wilson, to approve items 6.1-6.27.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (AWAY)

6. 1. **Resolution - Finance:** Resolution No. 2022-R0411 expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2022-23 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.
6. 2. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0141, abandoning and closing a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas.

6. 3. **Resolution - Right-of-Way:** Resolution No. 2022-R0412 authorizing the Mayor to execute an Amendment to a Street Use License dated February 9, 2021, by and between the City of Lubbock and Mike Irish, and located at 1204 Avenue R.
6. 4. **Ordinance 2nd Reading - Stormwater Compliance:** Ordinance No. 2022-O0142, amending Chapter 22, Utilities, Article 22.11, Stormwater Regulations of the Code of Ordinances of the City of Lubbock, Texas, with regard to stormwater plan review fees; providing a savings clause; providing a penalty; and providing for publication.
6. 5. **Ordinance 1st Reading - Traffic Operations:** Ordinance No. 2022-O0153, amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. David Bragg, city traffic engineer, gave comments and answered questions from City Council.
6. 6. **Resolution - Solid Waste:** Resolution No. 2022-R0413 authorizing the Mayor to execute Contract 16673, with Space Savers, Inc., for Alternate Daily Cover, for the West Texas Regional Disposal Facility.
6. 7. **Resolution - Health Benefits:** Resolution No. 2022-R0414 authorizing the Mayor to execute Contract 16869, and related documents, by and between the City of Lubbock and Davis Vision, to provide a voluntary vision plan for full-time employees.
6. 8. **Resolution - Health Benefits:** Resolution No. 2022-R0415 authorizing the Mayor to execute Amendment 2 to Contract 13582, by and between the City of Lubbock and Optum Financial, to provide Flexible Spending Account and Health Reimbursement Arrangement (HRA) administrative services.
6. 9. **Resolution - Health Benefits:** Resolution No. 2022-R0416 authorizing the Mayor to execute Contract 16694, by and between the City of Lubbock and BlueCross BlueShield of Texas (BCBSTX), to provide medical administrative services only (ASO), dental administration, pharmacy benefit management (PBM), Consolidated Omnibus Budget Reconciliation Act (COBRA) administration, and Medicare Navigator services.
6. 10. **Resolution - Municipal Court:** Resolution No. 2022-R0417 authorizing the Mayor to execute the renewal of the Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR), a joint program between Lubbock County, Texas, the Lubbock Independent School District and the City of Lubbock.
6. 11. **Resolution - Fleet Services:** Resolution No. 2022-R0418 authorizing the Mayor to execute Contract 16700, with Bill Williams Tire, for the purchase of tires and tire repair service, for City of Lubbock vehicles and equipment.

6. 12. **Resolution - Fleet Services:** Resolution No. 2022-R0419 authorizing the Mayor to execute Purchase Order 31069080, with C & C Manufacturing, for the purchase of a 2023 Aljon Series 600 Landfill Compactor, for the Solid Waste Landfill.
6. 13. **Resolution - Fleet Services:** Resolution No. 2022-R0420 authorizing the Mayor to execute Purchase Order 31069158, with Kann Manufacturing, for the purchase of nine Commercial Side-Loader Trash Truck Bodies, for the Solid Waste Residential Collection Department.
6. 14. **Resolution - Fleet Services:** Resolution No. 2022-R0421 authorizing the Mayor to execute Purchase Order 31069161, with Chastang Enterprises Inc., for the purchase of three 2023 Autocar DC-64 Cab & Chassis, for the Solid Waste Residential Collection Department.
6. 15. **Resolution - Lubbock Fire Rescue:** Resolution No. 2022-R0422 authorizing the Mayor to execute Purchase Order 10025760 and related documents, with Eaton Corporation, for Uninterrupted Power Supply (UPS) battery replacement, labor, related equipment, fees, and expenses.
6. 16. **Ordinance 2nd Reading - City Manager:** Ordinance No. 2022-O0143, adding Section 22.01.004 of the Code of Ordinances of the City of Lubbock, related to over or under billing for utility services, other than electric or gas utilities; and adding Section 22.01.005 related to the proration of bills.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.
6. 17. **Resolution - City Manager:** Resolution No. 2022-R0423 authorizing the Mayor to approve the New Hope Cultural Education Facilities Finance Corporation's accepting a tax-exempt loan and execution of a note in evidence thereof, to obtain funds on behalf of the Red Raider Facilities Foundation, to finance Jones Stadium and Related Facilities Improvement and Expansion, and other matters in connection therewith.
6. 18. **Resolution - City Manager:** Resolution No. 2022-R0424 authorizing the Mayor to execute a Tri-Party Agreement, Contract 16892 by and between the City of Lubbock, the Lubbock Economic Development Alliance, Inc. (LEDA) and WL Plastics Corporation to cause the relocation of utility easements and associated infrastructure in support of the recently announced expansion of WL Plastics Corporation operations at the Lubbock Rail Port.
6. 19. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0146, for Zone Case 2072-B, for Joshua and Ni Wang Clark, for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12.
6. 20. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0144, for Zone Case 809-A, a request of AMD Engineering, LLC for Shanghai Development Company, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11.

6. 21. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0145, for Zone Case 1120-D, a request of AMD Engineering, LLC for 5G Crownpoint, LLC, for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition.
6. 22. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0147, for Zone Case 3470, a request of Rise Broadband for Gerald and Lorraine Schulte, for a Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26.
6. 23. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O0148, for Zone Case 1424-A, a request of Chloe Williams for Brad and Stephen Linneman, for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5.
6. 24. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0152, for Zone Case 1131-P, a request of JCW Development, LLC for various applicants, for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C.
6. 25. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0149, for Zone Case 3468, a request of Hugo Reed and Associates, Inc. for DWTP, LLC, for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of unplatted land out of Block AK, Section 19.
6. 26. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0150, for Zone Case 3469, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) generally located south of 114th Street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20.
6. 27. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0151, for Zone Case 2538-DD, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) generally located south of 4th Street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10.

7. **Regular Agenda**

7. 1. Board Appointments - City Secretary: Consider appointments to the Electric Utility Board.

This item was postponed.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to postpone this item to the October 25, 2022 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (AWAY)

7. 2. Board Appointments - City Secretary: Consider appointments to the Airport Board, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Health/Educational Facilities Development Corporation, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Lubbock Economic Development Alliance Board of Directors, Lubbock Emergency Communication District Board of Managers, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Museum & Arts Standing Sub-Committee, Park and Recreation Board and the Planning & Zoning Commission.

Central Business District Tax Increment Financing Reinvestment Zone Board of Directors: Appointment of Gabe Vitela to replace Kade Wilcox.

Health/Educational Facilities Development Corporation: Reappointment of Carolyn Thompson.

Keep Lubbock Beautiful Advisory Committee: Appointment of Chase Head and Brian Melakian to replace Kim Davis and Juan Lopez.

Lake Alan Henry Board of Appeals: Appointment of Garrett Haley to replace Kristyn Sorenson.

Libraries Board: Appointment of Annie Doyle to replace Kelly Davila.

Lubbock Economic Development Alliance Board of Directors: Appointment of Sarah Bevers, Melissa Collier, and Blake Womble to replace Matthew Bumstead, SuzAnn Kirby, and Barry Orr.

Lubbock Emergency Communications District Board of Managers: Reappointment of Nathan White.

Market Lubbock Economic Development Corporation Board of Directors: Appointment of Sarah Bevers, Melissa Collier, and Blake Womble to replace Matthew Bumstead, SuzAnn Kirby, and Barry Orr.

Model Codes & Construction Advisory Board: Appointment of Blake Collins to replace Jay Flewharty; Parker Hutchens, to replace David Miller; Steven Scruggs, to replace Robert Nanz; Alexander Dickey, to replace Carl Wampler; and Wendell Burris, to replace Jonathon Willey.

Museum & Arts Standing Sub-Committee: Appointment of Cari Sorrell to replace Patricia Maines.

Park and Recreation Board: Appointment of Michael Henson to replace Johnathon Graves.

Planning & Zoning Commission: Reappointment of James Bell and Tanner Noble.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to appoint and reappoint the aforementioned citizens to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Health/Educational Facilities Development Corporation, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Lubbock Economic Development Alliance Board of Directors, Lubbock Emergency Communications District Board of Managers, Market Lubbock Economic Development Corporation, Model Codes & Construction Advisory Board, Museum & Arts Standing Sub-Committee, Park and Recreation Board, and the Planning & Zoning Commission.

Vote: 6-0 Motion carried

Other: Council Member Latrelle Joy (AWAY)

Airport Board: Appointments to the Airport Board were postponed to the October 25, 2022 Regular City Council Meeting.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to postpone the consideration of appointments to the Airport Board to the October 25, 2022 Regular City Council Meeting.

Vote: 6-0 Motion carried

Other: Council Member Latrelle Joy (AWAY)

2:24 P.M. CITY COUNCIL ADJOURNED

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

The October 11, 2022 Regular City Council Meeting minutes were approved by the City Council on the 1st day of November, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



AI# 11100

Regular City Council Meeting

11/01/2022:

5. 1.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 1, amending the FY 2022-23 Budget for municipal purposes, respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services; providing for filing; and providing for a savings clause.

Item Summary

Accept and appropriate \$785,938 from the Texas Department of State Health Services for the STD and HIV Disease Prevention Services Program.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2022-23 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 2022-23 (Budget Amendment #1) for municipal purposes, as follows:

- I. Accept and appropriate \$785,938 from the Texas Department of State Health Services for the STD and HIV Disease Prevention Services 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



AI# 11106

Regular City Council Meeting

11/01/2022:

5. 2.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 2, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate from the Texas Homeland Security Grant Division; providing for filing; and providing for a savings clause.

Item Summary

Accept and appropriate \$68,516.33 from the Texas Homeland Security Grant Division for the Hazmat Sustainment Program.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FROM THE TEXAS HOMELAND SECURITY GRANT DIVISION; 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 2022-23 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 2022-23 (Budget Amendment #2) for municipal purposes, as follows:

- I. Accept and appropriate \$68,516.33 from The Texas Homeland Security Grant Division for the Hazmat Sustainment 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



AI# 11098

Regular City Council Meeting

11/01/2022:

5.3.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing and directing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed and all related documents, with Amarillo Diamond, LLC, in connection with certain real property located in Section 6, Block E, Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities, and other public purposes.

Item Summary

Amarillo Diamond LLC is dedicating a 19,499 square-foot tract of land for the purpose of unpaved road improvements located at the north half of East 74th Street from Magnolia Avenue to Oak Avenue. Please refer to the dedication deed, exhibit, and map for additional information.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution - Dedication Deed

Dedication Deed - Amarillo Diamond, LLC

Exhibit A - Section 6, Block E

Map - Section 6, Block E

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Dedication Deed in connection with certain real property located in Section 6, Block E, Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities and other public purposes, and all related documents. Said Dedication Deed 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:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.Dedication Deed-Section 6, Block E
8.19.22

After recording return to:
CITY OF LUBBOCK
ATTN: BAYLI BOWLES – ENGINEERING
P O BOX 2000
LUBBOCK TX 79457

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.

DEDICATION DEED

Effective Date: August 22, 2022

Grantor: Amarillo Diamond, LLC,
a Texas limited liability company

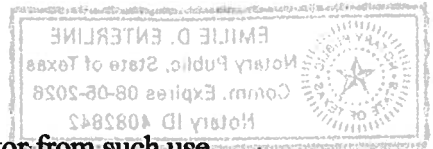
Grantor's Mailing Address: P O Box 1071
Amarillo, TX 79105

Grantee: City of Lubbock

Grantee's Mailing Address: P.O. Box 2000
Lubbock, TX 79408

Consideration:

Dedication to Public Use and the benefits to accrue to Grantor from such use.



Property (including any improvements):

All that property described on the attached Exhibit A.

Grantor, for the consideration, by this instrument conveys and dedicates the Property to Grantee for street, curb, gutter, sidewalk, drainage right-of-way, public utilities and other public purposes and Grantor binds itself, its successors and assigns to warrant and defend the Property to Grantee, against any person lawfully claiming the same, when the claim is by, through, or under Grantor, but not otherwise.

The property is dedicated AS IS, WHERE IS, in its present physical condition.

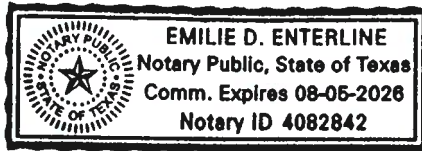
[signature and acknowledgement on following page]

AMARILLO DIAMOND, LLC,
a Texas limited liability company

By: 
Blaine D. Roberts, Manager

STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 29th day of August, 2022, by Blaine D. Roberts, manager of Amarillo Diamond, LLC, a Texas limited liability company, on behalf of the company.



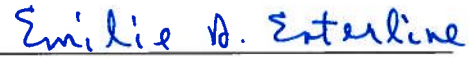

Notary Public, State of Texas

Exhibit A follows

TRACT "A"
MCLEOD ADDITION
 (Plat Recorded Vol. 1415, Pg. 546)

N01°49'45"E
30.00'

(by Plat. Vol. 1415, Pg. 546)

(by Plat. Vol. 301, Pg. 10)

NAD83 COORDINATES
N = 7254522.63
E = 956088.12

10' UWE (Vol. 1114, Pg. 357)

MAGNOLIA AVE.
 (By Plat. Vol. 301, Pg. 10)

TRACT "B-1"
TJ DEVELOPMENT
 (Plat Recorded CCFN 2016039542)

S01°50'19"W
30.00'

(by Plat. CCFN 2015044846)

(by Plat. Vol. 301, Pg. 10)

NAD83 COORDINATES
N = 7254502.08
E = 956737.62

10.2 ACRE PARENT TRACT
 Land Owner: Amarillo Diamond, LLC
 (CCFN 2020000491)

S88°11'15"E
0.4476 ACRE TRACT (19499 Sq. Ft.)

649.98'

S88°11'15"E

N88°11'15"W

649.98'

EAST 74th ST.
 (by Plat. Vol. 301, Pg. 10)

3D

3C

3B

3A

BLOCK 5

TRIGG HEIGHTS ADDITION

LOT 1

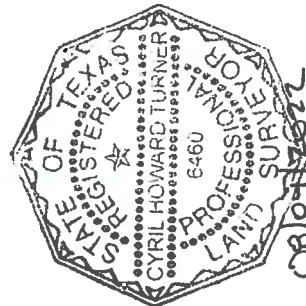
LOT 3

POINT OF BEGINNING
 THIS POINT BEARS **N88°11'30"W 665.87'**
 FROM THE SOUTHEAST CORNER OF THE
 NORTHEAST QUARTER OF SECTION 6,
 BLOCK E, LUBBOCK COUNTY, TEXAS



PERIMETER SURVEY OF A
0.4476 ACRE TRACT LOCATED IN
SECTION 6, BLOCK E
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional Land Surveyor No. 6460
 State of Texas



HR HUGO REED
AND ASSOCIATES, INC.

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

Bearings are relative to the Texas Coordinate System of 1983,
 North Central Zone, NAD 83 (2011), Epoch 2010.0
 Distances are surface, U.S. Survey feet.
 Combined Scale Factor: 1.00024

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LEGEND:

SCALE : 1"=100'

- - CROSS HATCH NAIL w/ WASHER MARKED "HRA"
- ⊙ - FOUND 3/8" IRON ROD
- ⊙ - FOUND 1/2" IRON ROD w/CAP "HRA"
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- 1/2 SECTION LINE
- EASEMENT

CCFN - COUNTY CLERK FILE NUMBER
 UWE - UNDERGROUND WATER LINE EASEMENT

METES AND BOUNDS DESCRIPTION of a 0.4476 acre tract out of a 10.2 acre tract of land described under County Clerk File Number (CCFN) 2020000481 of the Official Public Records of Lubbock County, Texas, located in the Northeast Quarter of Section 6, Block E, Lubbock County, Texas, said 0.4476 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" found (N=7254502.08', E=956737.62') in the South line of said Northeast Quarter of Section 6, Block E, the South line of said 10.2 acre tract, the West Right-of-Way line of Oak Avenue as dedicated by plat under County Clerk File No. 2016039542 of the Official Public Records of Lubbock County, Texas, and in the North Right-of-Way line of East 74th Street as dedicated by plat in Volume 301, Page 10 of the Deed Records of Lubbock County, Texas, at the Southeast corner of said 10.2 acre tract, same being the Southeast corner of this tract which bears N. 88°11'15" W. a distance of 665.87 feet from the Southeast corner of said Northeast Quarter of Section 6, Block E;

THENCE N. 88°11'15" W., along the South line of said Northeast Quarter of Section 6, Block E, the South line of said 10.2 acre tract and along the North Right-of-Way line of East 74th Street a distance of 649.98 feet to a 3/8" iron rod found (N=7254522.63', E=956088.12') in the East Right-of-Way line of East 74th Street as dedicated by plat in Volume 1415, Page 546 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 10.2 acre tract, same being the Southwest corner of this tract;

THENCE N. 01°49'45" E., along the East Right-of-Way line of East 74th Street and the West line of said 10.2 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap marked "HRA" found in the North Right-of-Way line of East 74th Street at the Southeast corner of Tract A, McLeod Addition to the City of Lubbock, Lubbock County Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1415, Page 546 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°11'15" E., a distance of 649.98 feet to a cross hatch nail with washer marked "HRA" set in the East line of said 10.2 acre tract and the West Right-of-Way line of Oak Avenue for the Northeast corner of this tract;

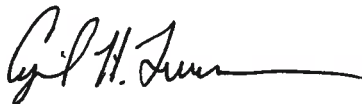
THENCE S. 01°50'19" W., along the East line of said 10.2 acre tract and the West Right-of-Way line of Oak Avenue a distance of 30.00 feet to the Point of Beginning.

Contains: 19,499 square feet

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

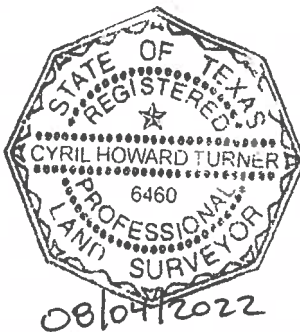
Combined Scale Factor: 1.00024

I, Cyril H. Turner, Texas Professional Land Surveyor No. 6460, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
Surveyed on the ground - July 26, 2022



Cyril H. Turner
Registered Professional Land Surveyor
No. 6460 State of Texas
email: cturner@hugoreed.com

PERIMETER SURVEY OF A
0.4476 ACRE TRACT LOCATED IN
SECTION 6, BLOCK E
LUBBOCK COUNTY, TEXAS



HR HUGO REED AND ASSOCIATES, INC.

**LAND SURVEYORS
CIVIL ENGINEERS**

TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760

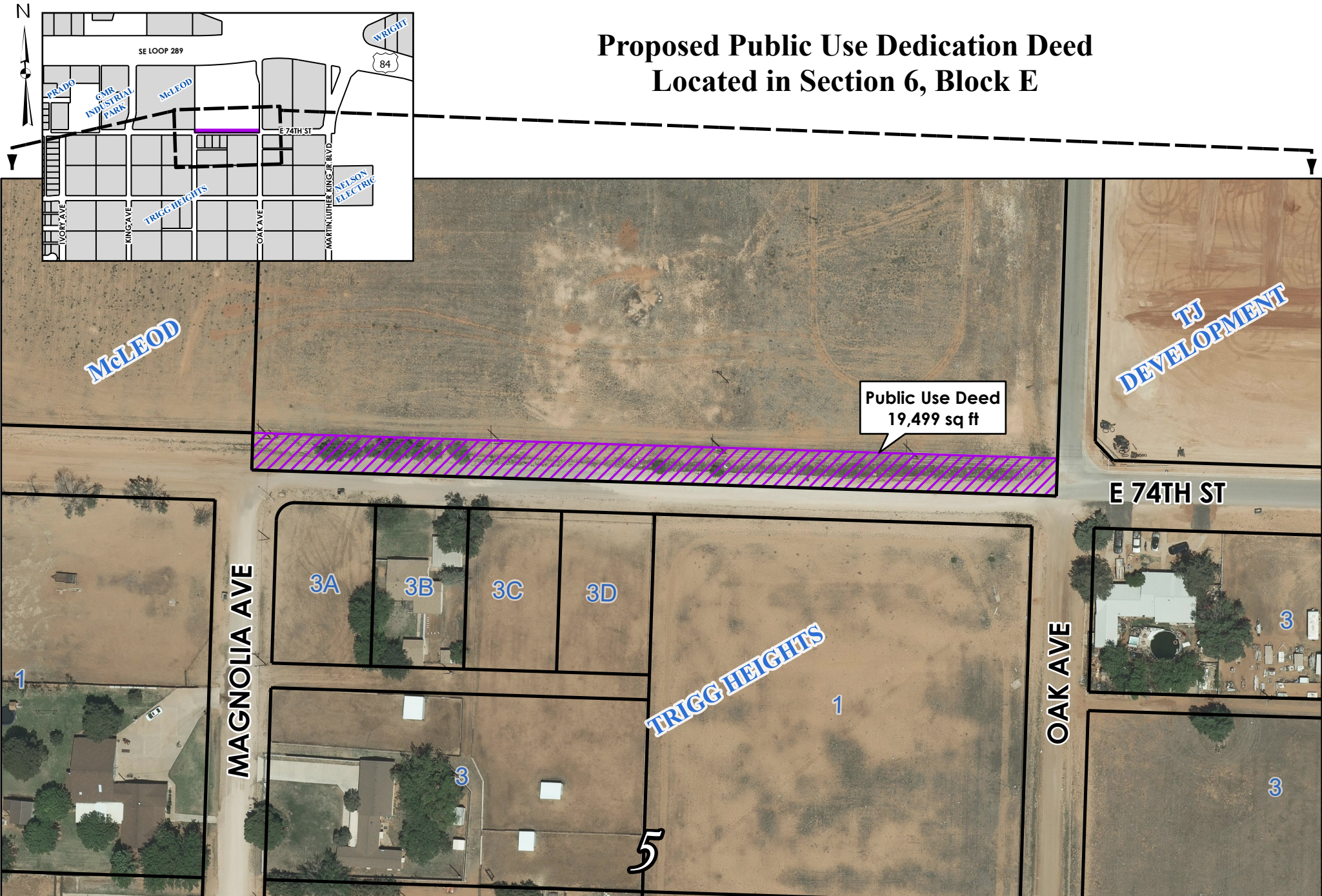
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Cyril H. Turner, Registered Professional Land Surveyor No. 6460
State of Texas

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Proposed Public Use Dedication Deed Located in Section 6, Block E



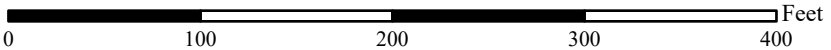
Public Use Deed
19,499 sq ft

TJ
DEVELOPMENT

E 74TH ST

MAGNOLIA AVE

OAK AVE



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.



AI# 11086

Regular City Council Meeting

11/01/2022:

5. 4.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No.1 to Contract 14564, with Cartegraph Systems LLC, for professional and technological services for Asset Management.

Item Summary

The purpose of this amendment is to maintain the City's current Asset Management System, and to expand the system to include Fleet. Cartegraph is currently used by multiple City departments to track assets, work orders, labor, and more.

This agreement is for FY 2022-23, FY 2023-24, and FY 2024-25. The first year (FY 2022-23) the agreement is for \$432,500, of which \$132,500 will be funded by Capital Improvements Project 8614, Asset Management, and the remainder will be covered by the Information Technology Operating Budget. The second and third year (FY 2023-24 and FY 2024-25) will be covered entirely in the Information Technology Operating Budget.

Fiscal Impact

Amendment No. 1 to Contract 14564, is in the amount of \$432,500 and is funded in Capital Improvements Project 8614, Asset Management, and the Information Technology Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution

Amendment_No.1_Contract_14564 (rescan(

Original Contract

CIP Spreadsheet

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract No. 14564 for Enterprise Asset Management System, by and between the City of Lubbock and Cartegraph Systems, LLC, of Dubuque, Iowa, 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

**Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Cartegraph Systems, LLC**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 19th day of November 2019, Contract No. 14564, by and between the City of Lubbock ("City") and Cartegraph Systems, LLC, of Dubuque, Iowa ("Contractor"), collectively (the "Parties").

Contractor is providing an Enterprise Asset Management System for the City of Lubbock.

NOW THEREFORE, the Parties enter into this amendment and agree as follows:

The term of the original agreement is hereby extended for an additional three (3) years, and the Contractor shall provide services and at those certain prices as particularly described in "Exhibit A", attached to and incorporated herein.

All other portions of the original Agreement and previous Amendments, if any, shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2022.

CITY OF LUBBOCK

TRAY PAYNE, Mayor

Cartegraph Systems, LLC




Andrew Dingman, Chief Financial Officer

10/19/22

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



City of Lubbock
Cartegraph Solutions
Purchase Agreement

Purchase Agreement: PA-21-03365
Date Prepared: 6/17/2022
Date of Expiration: 11/19/2022

For any questions or assistance, please contact:

Chad Walker
Account Manager
Phone: 563-587-3359
Mobile: +1 5635640441
Email: chadwalker@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for its world-class technology solutions. This Purchase Agreement is made and entered into between City of Lubbock (hereinafter referred to as "City of Lubbock", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as "Cartegraph"), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Purchase Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between the Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless: (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Purchase Agreement, for the Solutions referenced in this Purchase Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (if applicable), 2) this Purchase Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Purchase Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein.

BY EXECUTING OR REFERENCING THIS PURCHASE AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:

City of Lubbock
1625 13th Street, Room # 107
Lubbock, Texas
79457

LICENSEE ADDRESS:

City of Lubbock
1625 13th Street, Room # 107
Lubbock, Texas
79457

The following Addendums are attached to this Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement

ADDENDUM B - SERVICES SCOPE OF WORK

ADDENDUM C - Not Used

ADDENDUM D - Not Used

ADDENDUM E - CARTEGRAPH OMS EDITIONS

ADDENDUM F - Not Used

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 11/19/2022 - 11/18/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Fleet implementation	CGPFSV	1.00	USD 38,000.00
Term 01 - 11/19/2022 - 11/18/2023 - Services TOTAL:				USD 38,000.00

Term 01 - 11/19/2022 - 11/18/2023 - Subscription

No.	Product	Code	Quantity	Price
1	SCF Marketplace App	SCFMA	1	USD 8,110.00
2	SCF City 250,000 - 499,999 (includes 100 SCF users)	SCC025	1	USD 37,400.00
1	OMS Plus	OMSPLS	1	USD 69,228.17
2	Facilities Domain	DOM001	1	USD 23,416.45
3	Parks & Recreation Domain	DOM004	1	USD 11,478.65
4	Sanitary Sewer Domain	DOM005	1	USD 13,774.38
5	Signal Domain	DOM006	1	USD 13,774.38
6	Stormwater Domain	DOM007	1	USD 13,774.38
7	Transportation Domain	DOM008	1	USD 20,661.57
8	Walkability Domain	DOM009	1	USD 7,603.43
9	Wastewater Treatment Plant Domain	DOM012	1	USD 26,171.32
10	Water Distribution Domain	DOM010	1	USD 13,774.38
11	Water Treatment Plant Domain	DOM011	1	USD 26,171.32
12	OMS User	OMSUSR	375	USD 64,400.00
13	811 Integration	811NORINT	1	USD 10,000.00
14	Asset Builder (option)	OMSABD	1	USD 4,591.46
15	Integration Toolkit (option)	OMSAPI	1	USD 6,887.19
16	Scenario Builder (option)	OMSSCB	1	USD 9,182.92
17	Systems Integration Support SCADA Integration	SYITSU	4	USD 12,600.00
18	Systems Integration Support Fuelmaster Integration	SYITSU	1	USD 1,500.00
Term 01 - 11/19/2022 - 11/18/2023 - Subscription TOTAL:				USD 394,500.00

Term 02 - 11/19/2023 - 11/18/2024 -
Subscription

No.	Product	Code	Quantity	Price
1	SCF Marketplace App	SCFMA	1	USD 8,355.00
2	SCF City 250,000 - 499,999 (includes 100 SCF users)	SCC025	1	USD 38,522.00
1	OMS Plus	OMSPLS	1	USD 71,324.80
2	Facilities Domain	DOM001	1	USD 24,118.94
3	Parks & Recreation Domain	DOM004	1	USD 11,823.01
4	Sanitary Sewer Domain	DOM005	1	USD 14,187.61
5	Signal Domain	DOM006	1	USD 14,187.61
6	Stormwater Domain	DOM007	1	USD 14,187.61
7	Transportation Domain	DOM008	1	USD 21,281.42
8	Walkability Domain	DOM009	1	USD 7,810.05
9	Wastewater Treatment Plant Domain	DOM012	1	USD 26,956.46
10	Water Distribution Domain	DOM010	1	USD 14,187.61
11	Water Treatment Plant Domain	DOM011	1	USD 26,956.46
12	OMS User	OMSUSR	375	USD 66,332.00
13	811 Integration	811NORINT	1	USD 10,300.00
14	Asset Builder (option)	OMSABD	1	USD 4,729.20
15	Integration Toolkit (option)	OMSAPI	1	USD 7,093.81
16	Scenario Builder (option)	OMSSCB	1	USD 9,458.41
17	Systems Integration Support SCADA Integration	SYITSU	4	USD 12,978.00
18	Systems Integration Support Fuelmaster Integration	SYITSU	1	USD 1,545.00
Term 02 - 11/19/2023 - 11/18/2024 - Subscription TOTAL:				USD 406,335.00

Term 03 - 11/19/2024 - 11/18/2025 -
Subscription

No.	Product	Code	Quantity	Price
1	SCF Marketplace App	SCFMA	1	USD 8,605.00
2	SCF City 250,000 - 499,999 (includes 100 SCF users)	SCC025	1	USD 39,677.66
1	OMS Plus	OMSPLS	1	USD 73,486.70
2	Facilities Domain	DOM001	1	USD 24,842.51
3	Parks & Recreation Domain	DOM004	1	USD 12,177.70
4	Sanitary Sewer Domain	DOM005	1	USD 14,613.24
5	Signal Domain	DOM006	1	USD 14,613.24
6	Stormwater Domain	DOM007	1	USD 14,613.24
7	Transportation Domain	DOM008	1	USD 21,919.86
8	Walkability Domain	DOM009	1	USD 8,022.86
9	Wastewater Treatment Plant Domain	DOM012	1	USD 27,765.16
10	Water Distribution Domain	DOM010	1	USD 14,613.24

No.	Product	Code	Quantity	Price
11	Water Treatment Plant Domain	DOM011	1	USD 27,765.16
12	OMS User	OMSUSR	375	USD 68,321.96
13	811 Integration	811NORINT	1	USD 10,609.00
14	Asset Builder (option)	OMSABD	1	USD 4,871.08
15	Integration Toolkit (option)	OMSAPI	1	USD 7,306.62
16	Scenario Builder (option)	OMSSCB	1	USD 9,742.16
17	Systems Integration Support SCADA Integration	SYITSU	4	USD 13,367.36
18	Systems Integration Support Fuelmaster Integration	SYITSU	1	USD 1,591.35
Term 03 - 11/19/2024 - 11/18/2025 - Subscription TOTAL:				USD 418,525.10

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 432,500.00
Total Term 2	USD 406,335.00
Total Term 3	USD 418,525.10

Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered your notification for Cartegraph to proceed. Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$394,500.00
- Term 2: \$406,334.99
- Term 3: \$418,525.10

SOLUTION SERVICES INVOICING

Upon acceptance of this Purchase Agreement, invoicing for the Solution Services shall occur as follows:

- 25% upon execution of this Agreement.
- 25% 3 months from execution of this Agreement.
- 25% 4 months from execution of this Agreement.
- 25% 6 months from execution of this Agreement.

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

City of Lubbock / 6/17/2022

Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (IF APPLICABLE), B) THIS PURCHASE AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:

By: DocuSigned by:
Andrew Dingman
8C1BD4ED8C354AF

(Signature)

Andrew Dingman

(Print Name)

Title: CFO

Date: 10/11/2022 | 11:49 AM CDT

City of Lubbock:

By: *Michael G. Keenum*

(Signature)

Michael G. Keenum

(Print Name)

Title: *Division Director of Engineering / City Engineer*

Date: *10/16/22*

Addendum B

Services Scope of Work

The Solutions Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and are subject to the limitations and terms and conditions set for the in the Purchase Agreement, and its reverence Addendums. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, test and production OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will setup the OMS Platform, including the Request, Work, and Resource areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

Cartegraph will provide a remote requirement gathering workshops, a total of four (4) hours to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

Cartegraph will provide configuration services, including:

- Up to five (5) custom fields
- Up to ten (10) custom fields and up to five (5) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
- Up to five (5) automations
- Up to five (5) preventative maintenance plans

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers

- Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Resources, Reports, and Administrator Tabs
- Cartegraph will provide a remote "train-the-trainer" training event, up to eight (8) hours. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - Cartegraph recommended best practices for Fleet Management
 - Cartegraph Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
 - Administrator:
 - Administrator:

- User Administration, Role Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Preventative Maintenance Plans functionality. Training topics include:
 - Preventative Maintenance
 - Cartegraph recommended best practices for proactive asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:

- Parent level asset records
- Asset location (spatial x/y) attributes
- Parent level resource (Labor, Equipment Material, Vendor) records
- Resource Rate (Labor, Equipment, Material) records
- Standard system libraries

Cartegraph will provide one test and one production custom data conversion service for your historical data listed below:

- JD Edwards data related to: Fleet equipment, Work History, Inspection History
- For the custom data conversion service(s) listed above, Cartegraph will provide:
 - A review of the historical data along with recommendations for OMS best fit.
 - A field map workshop, which will identify where and how historical data will appear within OMS
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map

All data must be accessible to Cartegraph from a SQL DB, SQL View, Access DB or Comma Delimited File.

Integration Services

- Cartegraph staff will provide a uni-directional (one-way) Integration Service between FuelMaster and Cartegraph. The integration includes:
 - A one-way integration of data from the source system to Cartegraph
 - Up to 12 fields in the same Cartegraph recordset (IE: Equipment table and Equipment's Fuel Log table)
 - A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; Cartegraph will create a record or produce an error message
 - A customer-configurable runtime interval for the sync

All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or a Comma Delimited File

Assets

Asset implementation includes the following professional services:

Cartegraph will provide installation and training on the following one (1) asset type:

- Fleet (1)

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

- Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:
 1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
 2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.

3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included

Resolution No. 2019-R0412

Item No. 6.13

November 19, 2019

RESOLUTION

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

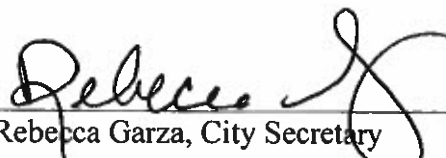
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 14564 for Enterprise Asset Management System, by and between the City of Lubbock and Cartegraph Systems, LLC, of Dubuque, Iowa, and related documents. Said Contract 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 November 19, 2019.



DANIEL M. POPE, MAYOR

ATTEST:



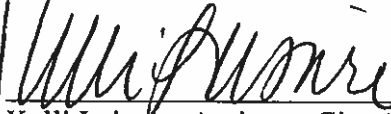
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 14564 – Enterprise Asset Management System
October 30, 2019

**City of Lubbock, TX
Enterprise Asset Management System
Agreement**

This Service Agreement (this "Agreement") is entered into as of the 19th day of November 2019 ("Effective Date") by and between Cartegraph Systems, LLC, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 19-14564-TF, Enterprise Asset Management System.

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 Enterprise Asset Management System, 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 – Proposal Price Worksheet & 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 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 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.3 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other

liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

- 1.4 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Section 2270.002, Government Code, (a) This section applies only to a contract that: (1) Is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- 2.14 SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

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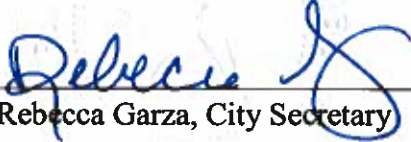
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK



Daniel M. Pope, Mayor

ATTEST:



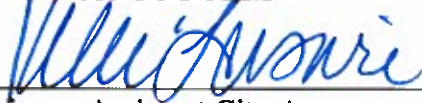
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM



Kelli Leisure, Assistant City Attorney

CONTRACTOR

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City, State, Zip Code

**City of Lubbock, TX
RFP 19-14564-TF
Enterprise Asset Management System**

GENERAL REQUIREMENTS

The City of Lubbock is issuing this Request for Proposal (RFP) under the guidelines of a High-Technology RFP, and the award of the contract shall be made to the responsible vendor(s) whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, experience, references, local support and service, and other evaluation factors set forth in the request for proposal. Receipt of any proposal shall under no circumstance obligate the City of Lubbock to accept the best price offering.

1. INTENT

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for an Enterprise Asset Management System (EAM) for the City of Lubbock ("the City").

The City of Lubbock desires to apply proven asset management principles to maximize the effectiveness with which it operates, maintains, and renews its infrastructure. These principles depend upon data and information management tools for making sound business decisions. The following City business units anticipate implementing the selected EAM system during several phases of EAM implementation:

- 3-1-1 Citizen's Request Call Center
- Facilities
- LP&L (Lubbock Power and Light) Overhead Distribution
- LP&L Street Lights
- LP&L Substations
- LP&L Transformers
- LP&L Underground Distribution
- Parks and Recreation
- Solid Waste
- Stormwater
- Streets
- Traffic Operations
- Wastewater Collection
- Wastewater Treatment
- Water Distribution
- Water Production

It is anticipated that the participating business units WILL NOT all implement the EAM system at the same time. The City intends to implement the EAM system in four to five of the above-listed business units during an initial implementation phase, and the proposed professional services should be designed around that level of effort. The final list of Phase 1 business units will be finalized before contract is completed. For purposes of costing assume that Phase 1 will involve the following business units: Stormwater, Wastewater Collections, LP&L Street Lights, 3-1-1, and one additional business unit that maintains vertical/plant assets.

If an Offeror recommends a different implementation approach (e.g., a pilot in one business unit prior to implementing in additional business units), the City will entertain that as a second, additional offer. The City anticipates modifying its business processes during the implementation of the selected EAM system to better meet its business needs.

City of Lubbock, TX
RFP 19-14564-TF
Enterprise Asset Management System

Through a Request for Qualifications, the City previously selected HDR Engineering, Inc. to provide professional services for improving asset management practices and technology. These services include developing this RFP, facilitating the City's EAM system selection process, and supporting EAM system implementation.

The scope of HDR's services during the implementation of the EAM system are anticipated to include the following:

- Performing "Owner's Agent" activities, including coordination among stakeholders and observing system acceptance testing.
- Providing professional services to supplement implementation services provided by the software provider. The supplemental services to be performed by Owner's Agent include the following:
 - Business process design to utilize the new EAM system's capabilities in support of the City's desired asset management activities
 - Configuration planning and design around the City's EAM requirements and desired business processes
 - Business process training and deployment
 - Supporting the preparation of the City's asset data for migration into the new EAM
 - Post-implementation support, including refinement of configuration decisions and optimization of business processes.

The implementation professional services specified in this RFP to be performed by the successful Offeror are designed to complement these services being provided by Owner's Agent.

2 SCOPE

Please see the *Enterprise Asset Management System Requirements* included in this RFP package as an attachment.

3 EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

- A. 35 Points = Functional Requirements**
- B. 20 Points = Implementation Services**
- C. 20 Points = Corporate Strength and Commitment**
- D. 20 Points = Price**
- E. 5 Points = Quality of Proposal Submission**

For more detail regarding the evaluation criteria please see Section 7.1 of the *Enterprise Asset Management System Requirements*.

4 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

City of Lubbock, TX
RFP 19-14564-TF
Enterprise Asset Management System

- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and the hard copy version submitted in an indexed binder.
 - i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) Completed **Standard Offeror Response Form (SORF)**, provided as Appendix A to the attached *Enterprise Asset Management System Requirements*.
 - iii) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- e) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.
- f) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- g) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal.



RFP 19-14564 -TF
Enterprise Asset Management System
Requirements

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1 Project Purpose and Objectives

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for an Enterprise Asset Management System (EAM) for the City of Lubbock ("the City").

The City of Lubbock desires to apply proven asset management principles to maximize the effectiveness with which it operates, maintains, and renews its infrastructure. These principles depend upon data and information management tools for making sound business decisions. The following City business units anticipate implementing the selected EAM system during several phases of EAM implementation:

- 3-1-1 Citizen's Request Call Center
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It is anticipated that the participating business units WILL NOT all implement the EAM system at the same time. The City intends to implement the EAM system in four to five of the above-listed business units during an initial implementation phase, and the proposed professional services should be designed around that level of effort. The final list of Phase 1 business units will be finalized before contract is completed. For purposes of costing assume that Phase 1 will involve the following business units: Stormwater, Wastewater Collections, LP&L Street Lights, 3-1-1, and one additional business unit that maintains vertical/plant assets.

If an Offeror recommends a different implementation approach (e.g., a pilot in one business unit prior to implementing in additional business units), the City will entertain that as a second, additional offer. The City anticipates modifying its business processes during the implementation of the selected EAM system to better meet its business needs.

Through a competitive procurement, the City previously selected HDR Engineering, Inc. to provide professional services for improving asset management practices and technology. These services include developing this RFP, facilitating the City's EAM system selection process, and supporting EAM system implementation.

The scope of HDR's services during the implementation of the EAM system are anticipated to include the following:

- Performing "Owner's Agent" activities, including coordination among stakeholders and observing system acceptance testing.
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 - Business process design to utilize the new EAM system's capabilities in support of the City's desired asset management activities
 - Configuration planning and design around the City's EAM requirements and desired business processes
 - Business process training and deployment
 - Supporting the preparation of the City's asset data for migration into the new EAM
 - Post-implementation support, including refinement of configuration decisions and optimization of business processes.

The implementation professional services specified in this RFP to be performed by the successful Offeror are designed to complement these services being provided by Owner's Agent.

1.2 Approach

The Successful Offeror shall provide an operational EAM system software package that meets the requirements contained in this RFP. The expectation is that upon the beginning of production, the City will use the EAM system to issue new work orders and perform other work management activities in a "day forward" manner. System acceptance will be defined as production use of the EAM system software and all required integrations, with the reference and asset data available in the new system such that a new work order can be issued, along with the other functionality specified in this RFP.

The procurement of the new EAM system under this RFP shall include:

- Acquisition of all required software to meet the specified requirements.
- Installation and configuration of all required software, to deliver a usable EAM system that meets the requirements of this RFP.
- Migration of stipulated data into the new system to the extent necessary (see Section 3.2.4 for details). This includes assets from GIS if required to create an EAM system asset registry; lookup tables from GIS domains for asset registry attributes; assets that are not in the GIS (e.g., plant equipment); and selected asset data that are not in the GIS. NOTE: The City strongly prefers the use of GIS services for access to data instead of creating copies of the data.

- Development and implementation of all required integrations among systems, as specified in Section 4. This includes integration with the City's GIS, Digital CCTV system, Enterprise Document Management system, and SCADA historians.
- Training for systems administrators, technical support staff, users, and power users.
- Documentation of the City's EAM system configuration
- Support for the City's EAM system Implementation team.

The procurement of the new EAM system under this RFP **will not** include:

- Data scrubbing or validation beyond specifics called for in the requirements.
- Data migration or creation beyond specifics called for in the requirements.

2 Background for City

This description is summarized from the official City master plan, "Comprehensive Plan for the Future – Plan Lubbock 2040" (<https://ci.lubbock.tx.us/pages/public-projects/planlubbock-2040>) Please refer to this document or other elements of the City Web site for more details if desired.

The City of Lubbock is a thriving city of over 263,000 people located in the heart of West Texas between Amarillo and Midland. The largest city in the South Plains, Lubbock is home to Texas Tech University (TTU), Lubbock Christian University, and campuses of South Plains College and Wayland Baptist University. The city is the birthplace of rock and roll legend Buddy Holly.

Lubbock has experienced significant growth since it incorporated in 1909, when the population was less than 2,000 people. Lubbock has grown by more than 100,000 people in the last 50 years and is preparing to surpass 300,000 residents. Due in part to Texas Tech University and other educational institutions, Lubbock's median age is five years younger than that of the State of Texas and more than a third of the City's residents are under the age of 24.

Lubbock supports a high quality of life with world-class amenities coupled with strong affordability. Thirty percent of the City's housing was constructed in the last 20 years and the City's median rent and mortgage prices are under \$900 and \$1,300 respectively. Recent trends indicate that Lubbock's growth will continue.

The current City limits span 87,018 acres, equivalent to 136 square miles. Approximately 65 percent of land within the City is developed. Of this developed land, 33 percent is composed of residential, specifically low density. Nonresidential uses compose 17 percent of developed land. Public uses account for 21 percent of Lubbock's developed land.

Lubbock's original development was located adjacent to downtown Lubbock, where the prevailing grid pattern of major thoroughfares was initiated. Planning for Loop 289 began in the 1950s, setting the confines of the development for several decades. Large amounts of public/semipublic uses exist because of TTU, and City and County government facilities – which are centrally located. Downtown has the highest density development. The Jim Bertram Canyon Lakes linear park extends from Northwest to Southeast Lubbock. The Lakes serve as the largest single source of open space and green space, though undeveloped playas also mean green space is located throughout the City. Most of the newest development is located to the south and west – predominantly low density residential and supporting uses.

The City of Lubbock is a political subdivision and municipal corporation of the State of Texas, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in 1909 and first adopted its Home Rule Charter in 1917. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members.

The City provides a full range of services including public safety (police and fire services), electric, water, wastewater, storm water, solid waste, public transportation (airport and transit), health and social services, cultural and recreation, highways and streets, planning and zoning, and general administrative services.

2.1 Business Units Participating in EAM

The service areas for most City services match the City Limits. Certain business units, especially Lubbock Power and Light (LP&L), also serve portions of the surrounding county. In addition, certain facilities of the City are located outside the city limits, including a landfill, water treatment facilities, Lake Alan Henry, and the Bailey County water well field.

2.1.1 The 3-1-1 Citizen's Request Call Center

The 3-1-1 program provides a one-stop facility for citizens to initiate a broad range of service requests, from requesting information through reporting a number of service issues such as potholes or trash collection. The Call Center does not directly perform asset management, but is the point of origin for many Service Requests.

2.1.2 Facilities Management

The Facilities Management Department operates and maintains more than 300 City facilities, including offices and work areas. The Department also manages associated assets such as parking lots, fences, and landscaping.

2.1.3 LP&L Overhead Distribution

The Overhead Distribution team within Lubbock Power and Light Department is part of the Transmission and Distribution Management group. It is responsible for operations and maintenance of above-ground electric power distribution components.

2.1.4 LP&L Street Lights

The Street Lights group within Lubbock Power and Light Department operates and maintains street lights within the City Limits.

2.1.5 LP&L Substation Operations

The Substations Operations group within Lubbock Power and Light Department operates and maintains electrical substations within the power distribution network.

2.1.6 LP&L Transformers

The Transformer team within Lubbock Power and Light Department is part of the Transmission and Distribution Management group. It is responsible for operations and maintenance of the transformers regulating the flow of electricity within the electric power distribution system.

2.1.7 LP&L Underground Distribution

The Underground Distribution team within Lubbock Power and Light Department is part of the Transmission and Distribution Management group. It is responsible for operations and maintenance of below-ground electric power distribution components.

2.1.8 Parks and Recreation

The Parks and Recreation Department provides outdoor settings and amenities for recreational activities. Lubbock has 81 city parks, which include amenities such as playgrounds, picnic tables, shelters, walking trails, sports courts, and dog parks. In addition, the Department provides 8 community centers for indoor activities, including meeting rooms and senior services. The Parks Department also operates the City Cemetery.

2.1.9 Solid Waste

The Solid Waste Management Department performs trash collection services for citizens of the City. They perform residential and commercial collection, and recycling. The Department operates two landfills for disposal of general waste, and a hazardous waste disposal program.

2.1.10 Stormwater

The Stormwater Compliance Department is divided into three sections: Inspection, Education and Enforcement. The Department works with citizens and developers to assure safe, effective drainage systems and clean, pollutant free playa lakes.

2.1.11 Streets

The City's Streets Department is responsible for the repair and maintenance of paved and unpaved streets and alleys, storm drains, General Fund parking lots, and roads for City facilities. Remedial activities include repairs, preventive maintenance, and street cleaning. The Department provides certain emergency response and remediation activities such as street barricades, HAZMAT cleanup, and inclement weather responses.

2.1.12 Traffic Operations

The Traffic Operations Department provides safe and efficient traffic movement through the design, construction, operation, and maintenance of traffic control systems. These include signs and signals, and pavement markings for bicycle lanes and crosswalks.

2.1.13 Wastewater Collection

The Wastewater Collection group within the Water Department monitors and maintains the sewer collection system, manholes, and lift stations. In addition, the Pipeline Construction group within the Water Department is responsible for performing repairs to both water distribution pipelines and sewer collection lines.

2.1.14 Wastewater Treatment

The Wastewater Treatment group within the Water Department operates the two Water Reclamation Plants. These plants receive sewage from the collection system and treat it. The treated effluent is either applied to a Land Application Site or directly discharged into a stream.

2.1.15 Water Distribution

The Water Distribution group conveys potable water from the point of treatment to the customer. In addition, the Pipeline Construction group within the Water Department is responsible for performing repairs to both water distribution pipelines and wastewater collection lines.

2.1.16 Water Production

The Water Production group operates and maintains the Bailey County Well Field and Lake Alan Henry with the associated transmission pipeline infrastructure. In addition, they operate the two Water Treatment Plants. They process raw water into potable water and make it available for distribution to customers.

2.2 Supporting Departments

In addition to the City departments which will be active users of the Enterprise Asset Management solution, several other departments will have an active role in the EAM implementation. These are IT and GIS business units which manage critical data sets, applications, and infrastructure.

2.2.1 Information Technology Department

The City of Lubbock Department of Information Technology (City IT) assists all City agencies with information technology implementation, application development, and ongoing support/training. The Department operates a multi-enterprise server computer center around the clock, seven days a week.

2.2.2 City GIS and Data Services

The GIS and Data Services Department of the City supports the City GIS applications, as well as maintaining enterprise geospatial data.

2.2.3 LP&L GIS

The GIS group within Lubbock Power and Light provides GIS services for their electric utility. LP&L GIS uses enterprise data prepared by the City GIS department, but provides direct services to LP&L because of the specialized electric infrastructure expertise required.

3 Scope of Work

This Scope of Work specifies the products and services that the City expects to acquire from the successful Offeror as a result of this EAM system procurement.

3.1 Commercial-Off-the-Shelf Software

The City intends to acquire a commercial-off-the-shelf (COTS) software package to satisfy the majority of its EAM system requirements. The City believes that the market for such products includes several readily available products that are marketed by reputable firms that can meet substantially all of its EAM system requirements without modification. These products are expected to provide sufficient flexibility and configuration capabilities that will allow the City's using business units to tailor the selected product to the City's working environment.

The City's objective is to acquire a COTS solution that reflects the following considerations:

- The EAM system should be composed of a set of integrated modules supported by the Offeror. The City prefers to minimize the use of any third-party modules as part of the proposed solution.
- The City prefers solutions that require no modification to base code, but that are highly configurable to meet the City's needs and business environments.
- The City requires either a client server or a web based EAM system architecture. The City will consider both cloud hosted (Software as a Service) and on-premises solutions.
- The City requires that the database software be Microsoft SQL-Server for an on-premises implementation, but it can be either Oracle or Microsoft SQL-Server for a cloud hosted solution.
- The City requires a single contract with the firm that provides the EAM system software. If a solution is offered by a team of companies, the City strongly prefers to contract with the software provider, and that other team members be subcontractors to the software provider.
- The City expects the EAM system provider to offer a subscription for maintenance and support.
- The City expects the EAM system provider to offer periodic enhancement and improvements, preferably as part of its maintenance and support subscription.
- The City expects the EAM system provider to demonstrate a commitment to developing, implementing, and supporting COTS EAM system software in local governments through its corporate history and research efforts.

- The City expects the EAM system provider to have a track record and plan for maintaining compatibility with emerging technologies.
- The City expects the EAM system provider to fully understand the business of local government operations.

The City is not interested in acquiring software packages that are custom developed or represent first time or prototype solutions.

These business units have highly diverse business requirements described in Section 2.1 which must be satisfied by the selected EAM system. These business needs must be met for the City of Lubbock to deliver critical services, meet regulatory requirements, and sustain its infrastructure. To assure that these diverse needs can be met by the selected EAM system, the software packages to be considered will fulfill at least 4 of the following 5 qualifications:

- Must have completed at least five successful implementations of the proposed EAM solution for local governments, including at least one of comparable size or larger.
- Must be in production for horizontal or underground infrastructure asset management (e.g., streets, water distribution, or wastewater collection) in at least five referenceable local governments, including fully functional integrations (as defined in this document) with a geographic information system.
- Must be in production for vertical infrastructure asset management (e.g., plants, buildings) in at least five referenceable local governments.
- Must be in production for electric distribution asset management, including overhead and underground infrastructure, for at least three referenceable customers.
- At least one of these implementations must include a General Fund agency performing significant asset management activities, such as Parks, Streets, or Facilities.

For any of the preceding qualifications which are not fulfilled by the Offeror, the proposal must explain how the Offeror will make up for this gap in expertise. Note that a single implementation can satisfy more than one of these qualifications (for example, an implementation may include both horizontal infrastructure and a General Fund agency).

3.1.1 Enterprise Asset Management System

The desired EAM system will provide the following general capabilities:

- Capture Service Request information and support a process of analyzing, investigating, prioritizing, resolving, and reporting the results, along with potentially authorizing work orders when appropriate.
- Implement a computerized asset management and warehouse inventory control system in support of the City's infrastructure management business units listed above.
- Support recurring, planned, inspection, emergency, rehabilitation, and replacement work performed by the City and its contractors.

- Integrate with the City's asset registry, much of which is contained in its geographic information system (GIS).
- Support the City's execution of asset management best practices.

The specific prioritized work management requirements are listed in Appendix A. Each proposal must include responses to each of the requirements in Appendix A.

3.1.2 Mobile Support for Field Workforce

It is the City's intention that the EAM system will include functionality to support a fully automated field workforce. The deployment of wireless units to support the City's field activities is an opportunity to substantially improve the productivity of the City and to increase the efficiency, service levels, and effectiveness of several business units. The Offerors should propose products and services that provide the City with the following field workforce functionality:

- Access to the applicable functionality of the EAM system and related integrations, regardless of whether the user is connected to the network within the City facilities or working in the field.
- Wireless dispatching of Service Requests, Service Orders, and Work Orders.
- Field entry of Service Request, Service Order, and Work Order execution and completion data.
- Field access to basic asset and maintenance history information.
- GIS displays of data that supports Service Requests, Work Orders, service outages, major repair operations, and related data.

It is anticipated that the deployment of a functional environment for field workers will significantly reduce travel time, reduce the number of field dispatches and eventually support a reduction in problem resolution time. The specific prioritized mobile support requirements are included in **Appendix A**.

3.2 Services Required during Implementation

As a result of this procurement, the City expects to acquire an Enterprise Asset Management System that is operational in five of the business units listed above. See Section 1.1 for the list of business units to be used for costing response to this RFP. Critical components of this acquisition include configuration and localization of the software, migration of reference data such as equipment lists and asset registry data into the new software, the integration with external systems described below, acceptance testing, and project management of these responsibilities and activities. These services should be delivered in accordance with industry standard practices.

3.2.1 Software Project Management

The successful Offeror is expected to name a Project Manager for the EAM system project and that individual will be responsible for planning and executing all professional services provided by the successful Offeror. The City will provide a City Project Manager (who may be a City employee or a contractor) for the duration of the EAM system implementation project. The successful Offeror's Project Manager will work closely with

the City's Project Manager and Owner's Agent as directed to ensure coordination of all project activities. All communications between the City and the successful Offeror shall be coordinated through their respective Project Managers.

The Offeror's Project Manager assigned to this project shall have, at the direction and with the approval of the City, the authority to make commitments and decisions that are binding on the successful Offeror and any subcontractors. The successful Offeror's Project Manager is considered to be a key project staff resource and the successful Offeror must secure the approval of the City prior to any change of Project Manager.

The successful Offeror's Project Manager shall maintain a detailed project plan and schedule. This project plan shall include a detailed list of tasks for the project and the personnel assigned to each task. The Successful Offeror shall provide to the City's Project Manager an updated project schedule monthly.

3.2.2 Software Configuration and Localization Services

The successful Offeror is expected to provide a process for configuring the COTS software solution to the City's business requirements and environment. Offerors may propose their own approach to configuration services which may include techniques such as confirmation of fit, requirements reviews, best practices reviews, project team workshops, gap analysis, prototyping, business process modeling, process reengineering, or change management. Through the configuration process, the successful Offeror should assist the City to select configuration options that will meet the City's business requirements and asset management best practices. The successful Offeror will incorporate into its transition plans the required configuration tests and acceptance plans to ensure that all configuration options are properly loaded in the system.

3.2.3 Installation Services

The successful Offeror is expected to ensure that all components of its software solution are installed on the computers designated for this project. The installation should include all software needed to make its system fully functional on servers and workstations including laptops, tablets, or other devices that may be used for field activities.

The City is open to either a cloud-based hosted solution (Software as a Service) or a locally-hosted solution. The Offeror shall explicitly indicate which option is being proposed. The Offeror may propose both approaches, but must do so as separate proposals.

The successful Offeror will be responsible for installing its software in both a TEST and a PRODUCTION environment. (Additional environments, such as DEVELOPMENT or TRAINING are welcomed but not required.) The successful Offeror is expected to set up the appropriate security controls, backup and recovery processes, database tables, reporting software, data warehouse tools, database replication processes, business intelligence tools, portal tools, on-line help files, and any other components necessary for production operation of the system. The successful Offeror is expected to provide an

installation plan and conduct an appropriate installation test process (baseline and production) to ensure that all components are properly installed and ready for use. While preparing for and performing the installation services described in this section, the successful Offeror shall work closely with the City's IT Department to ensure that the City's procedures and standard practices for installations, operations, and security are followed.

3.2.4 Data Migration Services

The successful Offeror is expected to ensure the availability of necessary reference data and asset data within the new EAM system to support issuance of a new work order or other required activity at the time of move to production. Much of the City's asset inventory data is contained in a GIS using a versioned enterprise geodatabase, as are domains defining reference data that can be duplicated into the new EAM system.

It is the City's expectation that one or more Esri geodatabases shall serve as the asset registry for several horizontal asset types. The Offeror shall develop a data management plan for City approval that documents how the Offeror proposes to manage at a minimum Asset Registry, Service Request, and Work Order data.

The City has several preferences with regards to data migration and integration for EAM, including:

- The City desires to minimize data redundancy and the need for frequent synchronization between system of record and any copies.
- The City desires to minimize migration of data, especially from systems of record into another system that consumes the data.
- Current practice at the City is that only GIS Department staff may edit the production geodatabase. The City department that owns the data must first approve the proposed changes. The Offeror should discuss an approach that maintains this constraint on edits to production GIS data.
- The City prefers use of Web services for data integration to the extent this is feasible. The EAM system could utilize several alternative data architectures to utilize the asset data within the City's GIS, including direct utilization of the geodatabases (read-only access is acceptable but direct editing is strongly discouraged – see previous bullet), a dedicated asset registry within the EAM with synchronization with GIS, or on-demand access to GIS data through Web services.

Data migration may involve moving asset registry data from a system of origin into the EAM system or it may involve integration links to make the asset data transparently available to the EAM system user. The successful Offeror will provide professional services and expertise to transform the extracted data from the current system, validate transformed data against configured tables in the target EAM system application, and load the data into the new EAM system asset registry databases as needed.

The successful Offeror is expected to provide documented, repeatable procedures (including source code and any necessary utilities) for all data migration activities. This

includes documentation of the data mapping from the source tables and fields to the destination tables.

3.2.5 Documentation

Complete product documentation should be provided by the successful Offeror for functional, technical and implementation aspects of the system. Documentation should include the successful Offeror's standard reference manuals, training materials, systems administration manuals, and product technical specifications. The City prefers electronic versions of documentation for easy dissemination to end users provided they have the rights to reproduce and distribute the documentation internally for the City use only.

The successful Offeror shall provide documentation of the project implementation. The Offeror should describe the proposed approach to managing and controlling project and implementation artifacts, including environments, data, change control and configured workflows and software application set up (configuration management).

3.2.6 Training Services

The successful Offeror is expected to develop a training plan and deliver training services, to ensure effective use of the new EAM system software. The training must prepare the City's employees to assume technical and functional responsibility for applying the new EAM system in support of asset management principles.

Key factors in an effective training program are expected to include:

- Instructors demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation tools, and training aids used in the courses.
- Instructors have experience with municipal operations that maintain horizontal, vertical, and electric distribution infrastructure.
- The City has the right to video record for its own use (only) all training sessions. These materials may be used for refresher training and follow up training. All training aids, materials, and recordings prepared to accomplish this service become the property of the City.
- Training shall at a minimum support the needs of three classes of City employees:
 - Administrators will be provided sufficient technical training to support the operation of the EAM system. This will be provided for a System Administrator and back up who will be responsible for all system functions. The System Administrator role will be performed by a City IT Department employee who is also trained as a Power User.
 - Power Users will be provided sufficient training so that they may fulfill their role as mentors and small session trainers during the implementation process.
 - End user training will be focused on functional positions and workflow processes.
- Training should be provided in the use of all report and query functions for Power Users and End Users who will be creating and modifying reports.

Offerors should describe their approach to developing a training plan and delivering the training.

3.2.7 System Implementation Testing Services

The successful Offeror must develop, document, and execute a Test Plan during implementation. This test plan will:

- Be documented in writing and includes test scripts.
- Provide operational testing of the City's configured systems with converted data executing the City's desired business processes.
- Link the requirements documented in this RFP with test activities and maintains traceability.
- Include clear acceptance criteria.

The successful Offeror will be required to provide test scripts to test the functioning of the proposed software comprising the system. The successful Offeror must also recommend a division of effort between its staff and the City staff that defines who will do what, and how the results of each test will be documented and communicated.

Testing must include validation of the following elements:

- Each software component of the proposed EAM system solution is installed and is functioning on the designated computer.
- Each systems integration component of the proposed EAM system solution is installed and is functioning on the designated computer, and that the required data transfers and event triggers work (as demonstrated through end-to-end data flows).
- Each element of required reference data and asset data is loaded into the EAM system and is available for use.
- Each business process (for example, issuance and tracking of a work order) is supported in accordance with the requirements in this document.
- All configuration and localization activities have been completed successfully.
- All components of the proposed solution interoperate with one another, systems administration functionality is in place, and all permissions and other configuration activities have been successfully executed.
- All Offeror-supplied documentation (including on-line help) is operational and accurately describes the operations of the new EAM system. This includes functional documentation as well as operational, technical, and database documentation of the system.

The City will review the proposed test plan at least four weeks prior to the scheduled beginning of testing, and will either accept the plan or indicate necessary changes to the testing. Acceptance testing of all aspects of the proposed solution must be successfully completed according to the agreed-upon test plan before the proposed solution is considered accepted.

The Offeror should describe its entire test plan, test execution, and acceptance approach. If the Offeror's approach differs materially from the above outline, but substantially conforms to the intent and rigor above, please provide an explanation.

3.2.8 Deployment

The successful Offeror will prepare a work plan for moving the proposed EAM system into production upon successful completion of all acceptance testing. This plan will include:

- Installation and validation of all elements of the system on production hardware specified by the City.
- Access to all necessary data for issuance of the first production work order and other tasks, including migration of reference data into the production implementation, access to asset data from the City and LP&L GIS systems, and all integrations with external systems.
- Monitoring of the production system by the Offeror's technician and trainer for at least two weeks following "go live" to identify and remedy any shortcomings in the specified functionality due to the move to production.

The City will review the proposed work plan at least four weeks prior to the scheduled beginning of production, and will either accept the plan or indicate necessary changes to the work plan.

3.2.9 Post Production Maintenance and Support

The City prefers to be self-reliant following full implementation. They do not wish to be dependent more than is necessary upon the successful Offeror's staff for routine application support and maintenance activities associated with supporting a COTS software solution.

The proposal should describe the Offeror's proposed approach to application support, end user help, and ongoing maintenance services, including:

- Application updates (standard product releases)
- Enhancements and major application improvements (functional and technical)
- Problem resolution and escalation
- "Patch and fix" activity
- Help Desk
- User Groups

The City requires that the successful Offeror minimize the risk that future upgrades of any component of the EAM system solution would break the required integrations, and to minimize any effort required to modify the integrations to preserve their functionality.

The City requires that the successful Offeror propose an approach for post-implementation support for twelve months following production use of the full system, not necessarily on site. The proposal should also include all costs associated with this first year of support, plus a stipulated annual maintenance/support fee for the nine (9) years following the end of this support period.

3.3 Single Point of Contact

The successful Offeror is expected to serve as the single point of contact for the City. Should Offerors find it necessary or desirable to include subcontractors in their proposal, it will be the successful Offeror's responsibility to serve as the single point of contact for the duration of the project. Corporate background information on all subcontractors and resumes of sub-contractor personnel should be included in the proposal.

3.4 Integration Services

The EAM system must interact with several existing City computer systems. Key integrations are with the following information systems:

- The City and LP&L GIS systems
- The City's Digital Closed Circuit Television (CCTV) sewer inspection system
- The City's water and wastewater SCADA historians for equipment run times
- The City's Enterprise Document Management System (EDMS)

Other integration requirements will be satisfied by periodic reports for purposes of reconciliation (e.g., Financial system). The requirements for each of these integrations are described below and in the checklist of requirements contained in Appendix A.

GIS integration is essential to the desired EMS. Other integrations are also desirable, but their importance and sequence of implementation are dependent upon which business units participate in Phase I of implementation. Therefore, the Pricing Form includes space for requesting separate costing for the CCTV, SCADA, and EDMS integrations.

3.4.1 GIS Integration

The City uses GIS technology as its asset registry system of record for stormwater, wastewater collection, water distribution, traffic operations, streets, parks, overhead electric distribution, underground electric distribution, and street light assets. The City places a high priority on integration of its EAM system with this spatially-referenced asset data to enhance staff's ability to access, create, analyze, display, and manage these assets.

The City has two relevant implementations of GIS, both of which utilize software products from Environmental Systems Research Inc. (Esri), under an Enterprise License Agreement with the City of Lubbock:

- The City GIS and Data Services Department provides enterprise GIS services for all City Departments (including water and wastewater) except Lubbock Power and Light. LP&L has its own workstation licenses and installations. GIS data are also available throughout the City in a GIS data browser using web services. A visual representation of much of the City's GIS data can be seen here: <https://ewebmap.ci.lubbock.tx.us/Parcelviewer/>, and selected public data can be downloaded here: <https://ci.lubbock.tx.us/departments/gis-data-services/public-data>.
- The Lubbock Power and Light GIS Department uses some data from City GIS through services and other connections. The LP&L GIS is integrated with an

Outage Management System (OMS) and with ArcFM design software which supports planning and constructing system additions.

Each geodatabase has multiple categories of feature classes by type which correspond to asset lifecycle status. The City uses ACTIVE and ARCHIVED (no longer in active service). LP&L uses ACTIVE, INACTIVE (part of infrastructure but not at present in active service) and ABANDONED (still physically in place but not intended to go back into active service). An asset is physically moved from feature class to feature class at appropriate stages of the asset lifecycle.

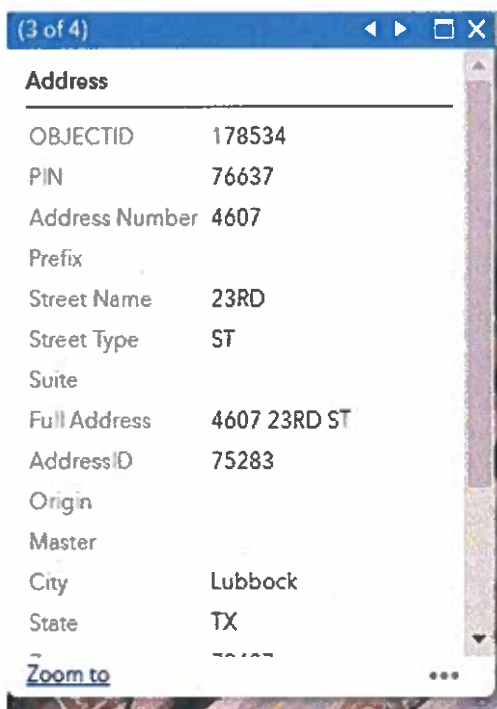
Application Version: City: V10.6. Upgrade to 10.6.1 is planned for early 2019; LP&L: V10.4 (for ArcFM compatibility)

Data Management: The City has implemented the Esri geodatabase using SQL Server 2016 for departmental data. The City GIS Office has implemented the Esri geodatabase, at the Enterprise Standard Level. The implementations are versioned.

Operating System: The City has implemented GIS using the Windows 10 operating system on its workstation/clients. The City IT Department operates the servers.

Extent of Local Customization: Limited. Some custom scripts in use by various departments.

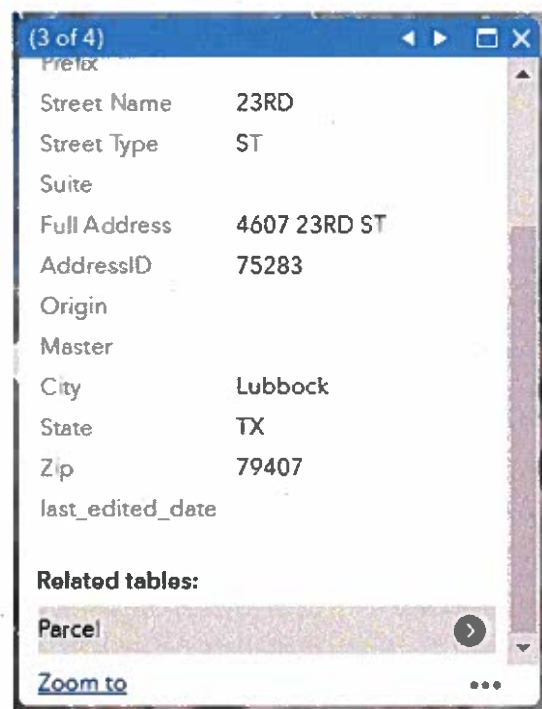
Master Address Index: The City's GIS also contains a situs address point file in the City with these attributes:



(3 of 4)

Address	
OBJECTID	178534
PIN	76637
Address Number	4607
Prefix	
Street Name	23RD
Street Type	ST
Suite	
Full Address	4607 23RD ST
AddressID	75283
Origin	
Master	
City	Lubbock
State	TX
Zip	79407
last_edited_date	

[Zoom to](#)



(3 of 4)

Address	
Street Name	23RD
Street Type	ST
Suite	
Full Address	4607 23RD ST
AddressID	75283
Origin	
Master	
City	Lubbock
State	TX
Zip	79407
last_edited_date	

Related tables:

Parcel	
--------	--

[Zoom to](#)

All EAM system functions that accept address information will be expected to validate newly entered street names and addresses against an address service provided by the GIS department. An override process should exist with limited access for temporary addresses (for example, construction meters, hydrants, irrigation meters, etc.) that are not in the address point layer. A review process for adding temporary addresses to GIS should also be included.

Data From: Asset Registry
Master address points and street names

Data To: Attribute update capability, with capability to:
(a) Initiate update request to City GIS Department or
(b) Directly edit (must be able to turn off or on by business unit)
Asset update capability, to:
(a) Redline desired edits and
(b) Initiate request to City GIS Department
Read-only access to work history for GIS display, analysis

NOTE: Current practice at the City is that only GIS Department staff may edit the production geodatabase. The City department that owns the data must first approve the proposed changes. The Offeror should discuss an approach that maintains this constraint on edits to production GIS data.

3.4.2 CCTV Inspection Integration

The Wastewater Collection and the Stormwater Management business units utilize digital closed circuit television (CCTV) cameras to inspect the inside of pipelines. The GraniteNet software package, from CUES, Inc., is installed in two television inspection trucks which capture digital images, video data, and field entries for defects. The inspection data, images, and video are stored on a file server which is managed by the GraniteNet software for general access and viewing. The City anticipates continuing to use the GraniteNet software package to manage sewer pipeline inspection data.

Application Versions: GraniteNet Basic

Data Management: The City uses GraniteNet Basic to manage digital files of completed inspections on a file server. GraniteNet stores its internal asset and inspection data using Microsoft SQL Server. The video is stored as MPG files.

Operating System: The City has implemented GraniteNet using the Windows 10 operating system.

Data From: WO or Inspection status
Summary inspection results
Initiate new WOs when need identified during inspection

Data To: WO to perform inspection
Attribute data for asset(s) to be inspected

3.4.3 Water and Wastewater SCADA Historians

The City's water distribution system and plants, and its wastewater collection system and plants use Supervisory Control and Data Acquisition (SCADA) systems for real-time process control. The EAM system will import equipment run time data from these SCADA systems' historians for scheduling recurring work orders/inspections (e.g., preventive maintenance) for the water and wastewater plants and pump stations. The City will be responsible for identifying the variables and protocol for sending the run time data to the EAM system. Details of the functionality of this integration are provided in the Detailed Requirements Checklist in Appendix A.

Water Production: Three independent installations of Wonderware Application Server 2014R12 with Historian Client. These control the following:

1. North Water Treatment Plant
2. South Water Treatment Plant
3. Sudan Pump Station (a.k.a., Bailey County Pump Station)

Extent of Local Customization: Highly customized with ability to edit/add/delete points and monitoring & control stations.

Data From: Asset run times now in Historian or to be captured in future enhancements to SCADA functionality.

Data To: None

Wastewater Treatment: The Southeast Water Reclamation Plant (SEWRP) uses Iconics Gen32 Online Server with a Historian and OPC Client. The Northwest Water Reclamation Plant (NWWRP) uses Wonderware Version 2014R2 Service Pack 1 with a Historian.

Extent of Local Customization: Both systems are highly customized.

Data From: Asset run times now in Historian or to be captured in future enhancements to SCADA functionality.

Data To: None

3.4.4 Document Management System

The City has standardized on the Laserfiche electronic document management system, which contains (or may contain in the future) the following types of documents that are of interest to EAM system users:

- As-built and record drawings
- Operations and maintenance manuals
- Images associated with assets, service requests, work orders, and/or inspections

- Administrative documents such as Ordinances, Policies, or Reports

The EAM system will provide access to these documents from the relevant asset, service request, work order, and/or inspection record. Details of the functionality of this integration are provided in the Detailed Requirements Checklist in Appendix A.

Application Version: 10.3.1.479

Data Management: Data is managed using the Microsoft SQL Server 2016 relational database.

Operating System: the City has implemented Laserfiche using Windows Server 2016 and Windows 10 and Windows 7 clients.

Extent of Local Customization: Virtually no local customization

Data From: Documents (e.g., O&M manuals, as-builts/record drawings)

Data To: Asset ID

3.4.5 Microsoft Access and Other ODBC Databases

The City is using a number of individual Microsoft Access databases and Excel spreadsheets, for which data needs to be periodically uploaded to or downloaded from the EAM system in batches. The EAM system must have the capability to accommodate these ad hoc needs.

4 Requirements

Requirements for the proposed Enterprise Asset Management solution are stipulated in two parts. First, Appendix A to this Attachment consists of the Standard Offeror Response Form (SORF), in which the Offeror is instructed to provide narrative responses to a series of questions. Second, a Detailed Requirements Checklist is formatted as a set of MS Word tables inserted as part of Appendix A.

The detailed EAM system requirements are formatted to facilitate Offeror responses and to maintain traceability of each of these requirements through the implementation. The selected system's ability to satisfy these requirements will be one aspect of the City's final system acceptance test. The Offeror must utilize the SORF and Detailed Requirements Checklist without modification to compile their responses. **Failure to do so may result in the City lowering the evaluation score of the proposal.**

It is understood that requirements, and the mutual understanding of those requirements, may change during implementation. Changes to requirements are valid and will be used for system acceptance only if the changes are managed and documented by the EAM

system project's Scope Change Control process with formal (written) sign off by authorized City Project Manager.

5 Project Schedule

The project schedule for the EAM system implementation has been predicated on placing the new system into initial operation on or around April 27, 2020. Based on this assumption, the following project schedule has been developed for this procurement's activities.

Project Event	Milestone Date
Procurement Activities	
Issue RFP	March 1, 2019
Pre-Proposal Conference	March 14, 2019, 10:00 a.m.
RFP Questions Due No Later Than	March 22, 2019, 5:00 p.m.
Proposals Due	April 8, 2019, 3:00 p.m.
Notification of Short List Offerors	Mid-April 2019
Short List Offeror Presentations and Demonstrations	Late-April 2019
Optional Offeror Site Visits	Mid-May 2019
Competitive Negotiation	Mid-May 2019
Council Approval of Award	June 2019

It is the expectation of the City that the Phase 1 of the EAM system can be in production approximately 9 to 12 months after execution of contract. The Offeror is required to provide a full project schedule for all post-selection activities in Section 5.0 of the SORF. The Offeror should carefully explain any deviations from the above expectation based upon its project implementation approach.

In addition, the Offeror shall indicate the staff and other City resources that are expected to be available at each step of the schedule.

6 Supplemental Instructions to Offerors

6.1 Proposal Submission Format

The proposal must be submitted in hard copy, using the Standard Offeror Response Form (SORF) provided for this purpose as Appendix A of this RFP. The Offeror shall submit one hard copy and two digital copies of the proposal submission, to consist of:

- Cover Letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
- Required City forms.
- Completed Standard Offeror Response Form (SORF), provided as Appendix A to this *Enterprise Asset Management System Requirements* document.
- Completed Pricing Form.
- Signed copies of the City's standard contract agreement.
- Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

The Offeror may also provide supplemental marketing or technical materials, to be packaged separately from the Standard Offeror Response Form. No materials provided by the Offeror will be returned at any time during or following this procurement.

6.2 Offeror Representations and Responsibilities

By submitting a proposal in response to this RFP, the Offeror represents that is has not relied exclusively upon any technical details relative to existing software systems in place or under consideration for implementation by the City, but has supplemented this information through due diligence research with the indicated vendors of such systems and that the Offeror sufficiently understands the technical issues relative to the indicated system integration requirements.

6.3 Pre-Proposal Conference

Potential Offerors are encouraged to attend a pre-proposal conference to be held at 10:00 a.m. on March 14, 2019. The City will provide an overview of the proposed project, will highlight submission requirements and will attempt to provide answers to all Offeror questions. An Addendum containing questions and answers will be issued in accordance with the proposal schedule in Section 5 of this RFP.

6.4 Standard Offeror Response Form

The City has provided a Standard Offeror Response Form (SORF) in Appendix A for all submissions. The SORF will also be provided to all Offerors upon request in soft copy (Microsoft Word and Microsoft Excel) on CD or by e-mail. The SORF is designed to provide consistent response formats to expedite review and selection, while providing the Offerors with an opportunity to submit all information they consider significant and meaningful to their response. Provisions have been made in the SORF for Offerors to provide additional information they consider relevant and important for their proposal. Offerors should not modify or re-order the SORF. **Failure to utilize the SORF format or modification of the SORF language or format will be grounds for lowering the score of the proposal.**

Offerors shall submit their Price Proposal using a Microsoft Excel spreadsheet based on the template provided in Appendix B.

Product and company marketing brochures and similar material may be included as attachments, but will not be considered as part of the Request for Proposal response, will not be evaluated, and should not be referenced by the Offeror in the SORF.

7 Proposal Evaluation/Selection Process

7.1 Evaluation Criteria

This section presents the evaluation criteria, their description, and the maximum points assigned to each. The maximum total score that may be awarded is 100 points.

7.1.1 Functional Requirements – 35

The City will evaluate each Offeror's responses to the requirements contained in Section 6 in the following areas:

- Extent to which the proposed software meets the RFP's functional requirements
- Compliance with the RFP's technical requirements
- Extent of modifications required to meet requirements
- Product Usability to include ease of use, ease of learning, workflow support, reporting and fit with the City Business Processes

7.1.2 Implementation Services – 20

The City will evaluate each Offeror's proposed implementation services, including the following elements:

- Project Approach
- Project Plan and Schedule
- Project Manager (include resume)
- Project Team (include resumes)
- Integration
- Testing Approach
- Training Approach
- Support for the City's Objectives

7.1.3 Corporate Strength and Commitment – 20

The City desires to partner with an organization that is committed to the enterprise asset management system market and the long term support of the proposed product, as demonstrated by the following evaluation elements:

- Investment (in product R&D, staff development, user group, industry activities)
- Installations (number, size, and type as stipulated in the Requirements)
- Product depth and breadth
- Longevity
- Financial stability
- References
- Past project cost performance
- Past project schedule performance

7.1.4 Price – 20

The City will evaluate price as an important factor, considering the following components:

- Initial cost
 - Software
 - Implementation, including consulting and training
 - Maintenance
 - Infrastructure
- 10-Year lifecycle cost
- Modification costs

7.1.5 Quality of Proposal Submission/Oral Presentation – 5

The general quality of the proposal as submitted and any subsequent oral presentation will be considered as part of the overall Offeror evaluation.

7.2 Short List Evaluation

After the initial review, assessment and scoring of all Offerors' proposals, the City will create a short list of Offerors. The City will conduct a more in-depth review and evaluation of the Offerors selected for the short list, including a 4 hour presentation and demonstration.

7.2.1 Reference Checks

The City intends to conduct reference checks of existing utility and local government clients of the short-listed Offerors. These calls will be designed to validate the Offeror's performance on prior projects, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the Offeror's products and services.

7.2.2 Offeror Presentations

Each Offeror selected for the short list will be asked to provide a presentation of its proposal. The Offeror presentation should include the following:

- Corporate Background, History and Commitment
- Product architecture, design, functionality, flexibility and future directions
- Discussion of the proposed implementation project including software project management, configuration, installation, data migration, documentation, training, testing, deployment, and continuing support
- Additional comments and information that the Offeror deems important

Each presentation will last no more than 30 minutes and will be followed by a question and answer session of approximately 30 minutes duration. The City's questions will include open issues, clarifications, or deficiencies in the Offeror's proposal.

7.2.3 Offeror Demonstrations

The City intends to provide each short listed Offeror with an opportunity to demonstrate its product. The demonstration will immediately follow the Offeror's presentation and will last no more than three hours. The City will provide an appropriate demonstration room with access to a large screen and projection unit. The Offeror shall provide all hardware, software, and data required to conduct the demonstration. Offerors requiring Internet

access for their demonstrations should advise the City of their requirements at the time they are notified of the demonstration.

No Offeror shall be allowed direct access to City data or other computer resources at any time during the short list procedure, with the exception of Internet access if requested in advance.

All Offeror demonstrations will cover a list of topics provided by the City. The City will provide sample documents, City data, and additional information to be used in the demonstrations, if needed. Written expectations for the demonstration will be provided to the selected Offerors approximately two weeks before the scheduled demonstrations. Offerors should plan and design their demonstration to follow these instructions exactly. This structured approach will allow the City to conduct a meaningful comparison of the short listed Offeror solutions.

During the demonstration, the Offeror may also demonstrate any additional features that they feel would be beneficial to the City.

7.2.4 Site Visits

The City may, at its option, decide to conduct a site visit to one or more of the Offeror's reference sites. It is therefore desirable that the Offeror include one or more references in Texas. The City will notify the Offeror of its decision to conduct a site visit, but will make arrangements directly with the reference site and will conduct the visit without the Offeror's presence.

7.3 Offeror Personnel

The Offeror should propose a project team in Section 3.2.1 of the SORF. The Offeror should identify the Project Manager that is proposed for the implementation at the City. This individual must attend and participate in the Offeror's presentation and demonstration. A key element in the evaluation will be the skills and experience of the Offeror's proposed Project Manager. At least two of the Offeror's references should be familiar with the proposed Project Manager's work on their installations.

8 General Terms and Conditions

The City intends to negotiate a contract with the successful Offeror. This RFP includes an example of the terms and conditions which will be included in the negotiated contract. Each Offeror should review the proposed terms and conditions, and specify any exceptions or proposed modifications for these terms and conditions. The Offeror may also submit for consideration additional terms and conditions that they wish to include in the proposed contract.

It is the City's intention that the successful Offeror's representations in the SORF, including the responses to the Requirements Questionnaire, will be incorporated by reference in the resulting contract, and will be referenced during system testing.

9 Pricing

The City has placed a great deal of emphasis on the importance of meeting the requirements as stated in the RFP. However, the City is also keenly focused on conducting a competitive procurement which results in the best value to the City. It is the proper blending of functionality and price that will yield the best value. It is important that the Offeror's responses clearly identify all costs associated with the acquisition and implementation of the COTS EAM System. This section includes a discussion of the key cost elements that will make up the Offeror's proposed price.

The City is open to either an on premise solution that utilizes City-owned hardware and infrastructure for servers, networks, workstations and laptops; or some version of cloud-based, remotely hosted solution. For a cloud-based solution, all cost components and rates should be specifically stated. This includes any break points for rate changes, penalties for exceeding usage allocations, fees for professional services, or other details that will help the City predict future operating costs. Indicate a maximum percentage increase by year.

9.1 COTS Solution

The Offeror should very clearly identify the proposed price for its COTS solution software. The Offeror should clearly identify the price of its core application, plus the prices of any additional add-on modules or customizations supplied by the Offeror. Modules which are optional should be clearly marked as optional. If third-party applications are being proposed, these should be clearly identified and a price provided. The Price Summary Form provides a column for optional products and services.

9.1.1 License Fees

Prices may be quoted as license fees for the entire City enterprise (site license) or they may be quoted as a per-seat license fee. The Offeror should carefully explain all available licensing options to the City. The license fee shall include support and maintenance through the City's first year of production usage of the proposed software.

Pricing for per-seat licensing should assume an incremental implementation, as follows:

- Phase 1 (First Year) -- Licenses for 40 named users or 25 concurrent users
- Ultimate -- Licenses for 325 named users or 170 concurrent users

9.1.2 Maintenance Fees

The City is interested in acquiring a COTS solution that incorporates a program of maintenance services including help desk support, problem resolution, fixes and patches and regular releases of enhancements and product improvements. The Offeror should state the pricing for such maintenance services for the first ten years following the beginning of the City's production usage of the proposed software. The Offeror should

describe any options or premium services available for this maintenance service e.g., 24x7 help desk, etc.

9.1.3 Fees for Expanded Usage

The Phase 1 scope of this RFP is for usage by four or five business units, to be selected prior to finalizing a contract. It is intended that the selected EAM system will also be implemented by various additional business units in multiple subsequent Phases. The Offeror should state costs per license for adding additional users for these subsequent implementations.

The Offeror should indicate the number of users at which the City would have to consider reconfiguring the server or other aspects of the system.

The Offeror should indicate the period for which this quote will be valid. A minimum period of three years is required.

9.2 Hardware and Network Infrastructure

The City intends to provide all necessary servers, desktops; laptops, field devices, and network equipment for this project under separate procurements, if a locally-hosted architecture is selected. If the Offeror's solution requires any specialized equipment such as scanners, bar code readers, label printers, etc., the costs of these devices should be included in the Offeror's proposal. The Offeror should clearly indicate how many of each special device are included in its proposal.

The Offeror should clearly specify the infrastructure components that will be needed for implementation of their proposed solution that will be provided by the City. This should include version levels, system capacity, and all other specifications needed for the City to select existing infrastructure elements or acquire additional elements for the implementation.

9.3 System Support Software

The Offeror should clearly specify the cost of any system software required to operate its COTS solution in a production environment. This would include any licenses for databases, system utilities, reporting tools, data warehouses, decision support tools, enterprise application integration (EAI), and portals. The price should not include the operating systems, standard utilities or office applications required for the servers, desktops or laptops.

9.4 Implementation Services

In order to provide for a valid competitive comparison of Offeror proposals, it is important that each Offeror provide specific details on what is included and what is excluded from its price for implementation services.

Pricing for implementation services is divided into the following sections:

- Software Project Management
- Software Configuration and Localization Services
- Installation Services
- Data Migration Services
- Documentation
- Training Services
- System Implementation Testing Services
- Deployment
- Post Production Maintenance and Support

The Offeror should specify what services they are providing, the number of staff hours by labor category included in its price and the total cost of the proposed services. All prices should be fully loaded costs and travel costs should be identified if Offeror personnel will not be local.

9.5 Modification Costs

It is the intention of the City to purchase a COTS solution that does not require modification if at all possible. However, Offerors are provided the option of indicating an additional cost to comply with any of the functional requirements listed in the requirements matrix. If an Offeror indicates a cost to modify its solution, such modifications should not adversely impact the City maintenance service or the City's ability to apply future upgrades. Modifications will only be considered by the City if they can be isolated from the Offeror's standard code.

APPENDICES

A – Standard Offeror Response Form

B – Price Proposal Form

Appendix A – Standard Offeror Response Form

The following is an illustration of the Standard Offeror Response Form (SORF) to be used by Offerors. A Microsoft Word version will be provided upon request to assist Offerors.

The purpose of the Standard Offeror Response Form (SORF) is to provide a consistent mechanism for Offerors to respond to this RFP. This form will insure that all proposals are consistent in format and order and will facilitate an efficient review process for the City. The form uses a standard Word format with a simple style template that allows Offerors to use styles for organizing their proposals in a professionally looking manner, while insuring that Offerors can communicate the advantages of their products and services.

Offerors should not modify any of the existing headings or questions in the document. Offerors should enter or paste their responses into the appropriate sections. It is the City's intention that the successful Offeror's representations in the SORF, including the responses to the Requirements Questionnaire, will be incorporated by reference in the resulting contract, and will be referenced during system testing.

Each section in the SORF is self-contained and complete responses should be provided by the Offeror. Offerors should refer to the corresponding RFP section when completing the SORF.

Offeror Name:

Other Team Members and Role:

Section 1.0: Offeror Qualifications

1.1 Executive Summary

Provide an executive summary of your proposal that highlights the most important aspects of your proposal, identifies the benefits it provides to the City, and describes your key differentiators. This section should not be more than one page in length.

Offeror Response:

1.2 Company Background

Provide a brief description of your company, its organization, size, markets served, products and services provided, years of operation, and information on its stability. Provide a brief history since founding, including mergers, name changes, product line evolution, etc.

Offeror Response:

1.3 Company's Financial Stability

Provide information on your company's financial condition. You may insert a copy of your annual, audited financials in the Attachment Section. The City may request a review of three years annual audited statements prior to an award to the successful Offeror.

Offeror Response:

1.4 Company Experience in Local Government Infrastructure Agencies

Provide a brief description of your company's experience working with local government public works, parks, and building maintenance operations with specific reference to your experience with Enterprise Asset Management processes.

Offeror Response:

1.5 Company Experience in Water and Electric Utilities

Provide a brief description of your company's experience in water/wastewater utility and electric utility industries with specific reference to your experience providing Enterprise Asset Management software packages.

Offeror Response:

1.6 Company Experience as a COTS Software Solution Provider

Describe your company's experience in developing, delivering and supporting COTS software solutions relative to the requirements in this RFP. Include history of regularly scheduled releases and updates, R&D efforts, and plans for future releases.

Offeror Response:

1.7 Company Resources Devoted To COTS Software Solutions

Describe the resources your company has devoted to developing and delivering COTS software solutions for Enterprise Asset Management systems. Describe resources in terms of facilities, development efforts, staff resources, locations, research and development (R&D) activities, and annual R&D expenditures.

Offeror Response:

1.8 Subcontractor Corporate Background

For each subcontractor, provide a full set of corporate background information including company background, financial stability, Enterprise Asset Management systems experience, COTS software experience, and company resources supporting the project.

Offeror Response:

Section 2.0: COTS Software Product Description

Provide a functional description of your COTS software solution for the Enterprise Asset Management system processes described in this RFP. Identify the major business functions your solution is designed to support and identify the major product modules that exist. Describe the transactions supported and the standard reporting features provided. Limit your response to five pages or less.

Offeror Response:

2.1 Hosting Environment

Describe your application hosting environment. Is this locally-hosted, cloud-based remotely hosted, or some other approach? (Please answer the remaining questions for the recommended environment. You may choose to propose more than one approach to the environment, but please create a separate proposal for each environment being proposed. This will allow the City to compare the alternatives to one another, and will eliminate any confusion as to which environment a statement may refer to.)

Offeror Response:

2.2 Hardware Architecture

Describe the recommended hardware architecture to support your product including servers (application, web, terminal, data, reporting/warehouse, printing, etc.), desktop workstations, mobile devices, printers, special devices (label printers, bar code scanners, etc.) and networks/communications.

Offeror Response:

2.3 Software Architecture

Describe your software architecture and platform. Is this a common architecture across all software products and modules?

Offeror Response:

2.4 Operating System Platform

What is your recommended operating system platform for servers, workstations and laptops? What other operating system platforms are supported? Provide a detail list of all recommended operating system modules required to support your proposed system, for the recommended and all available operating systems. Include specific vendor name, module and version numbers.

Offeror Response:

2.5 Reporting Tools

What is your recommended reporting tool for use with the proposed applications? Provide specific Vendors, product names and version numbers for all reporting tools that are required to utilize the proposed applications.

Offeror Response:

Section 3.0: Scope of Work

This section of the RFP contains a full description of the scope of work desired by the City. The Offeror should use the following sections to describe its proposed scope of work. The City recognizes that each Offeror may have a different approach to delivering the desired scope of work, but the basic elements of the scope should be very similar to those described in the RFP.

In describing your proposed scope of work, please highlight any deviations, additions or deletions from the requested scope of work in the RFP. At the conclusion of the Scope of Work Section, Offerors are provided an opportunity to justify their proposed deviations, additions or deletions. The City wants the Offerors to propose the most efficient method of implementing their proposed systems.

Please provide your Approach, proposed Scope of Work, and Deliverables for each of the following sections.

3.1 Commercial-Off-the-Shelf (COTS) Software

Describe your proposed approach to providing a COTS software solution for the EAM system requirements.

Offeror Response:

Offeror shall list at least five (5) reference sites currently using the proposed COTS software solution, as stipulated in Section 3.1 of the RFP. The following information must be provided for each reference account.

- Project Name/Title
- Agency Name
- Contact Name
- Contact Phone Number
- Contact Email
- Address
- City, State, Zip
- Alternate Contact Name
- Alternate Contact Phone Number
- Alternate Contact Email
- Project Start Date
- Project Go Live Date
- Current Project Status
- Current Version Installed
- Total Project Budget
- Number of Customers
- Offeror Project Manager Name
- Offeror Project Team Members
- Modules Installed
- Types of Business Units Supported
- Project Description
- Project Challenges

3.1.1 Enterprise Asset Management System

Describe your proposed approach to satisfying the EAM system requirements.

Offeror Response:

Describe your proposed use of custom software to meet the EAM system requirements described in this RFP. Describe the extent and types of anticipated customizations to meet the City's requirements.

Offeror Response:

Confirm that the prime contractor is the firm that provides the software, and that firm will be the Single Point of Contact for all aspects of this project.

Offeror Response:

Discuss your firm's record of new releases and updates for both functional enhancements and fixing problems, R&D efforts, and plans for future releases.

Offeror Response:

3.1.2 Mobile Support for Field Workforce

Describe your approach and proposed scope for providing mobile support for field workforce.

Offeror Response:

3.2 Implementation Services

Provide a description of your proposed project management approach.. Include your proposed approach.

Offeror Response:

3.2.1 Software Project Management

Provide a description of your proposed project management approach. Include your proposed approach to managing and controlling project and implementation artifacts, including environments, data, change control, and configured workflows and software application

set up (configuration management). Also include your approach to periodic project reporting that includes meaningful project status and progress reporting. Describe how your implementation approach will address and reduce the City's risk. Provide an example of a project plan used in a comparable implementation.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

Describe your approach to managing and resolving issues in a timely and effective manner. Provide examples in which this approach has been effective in other implementations.

Offeror Response:

Describe the makeup and organization structure of the Offeror's proposed project team. Identify specific individuals, roles, project activities and prior similar projects they have performed. For each member of the Offeror's project team, provide a resume in this section. Resumes shall be no longer than 2 pages.

Offeror Response:

Project Manager Resume

Offeror Team Resumes

Subcontractor Resumes

3.2.1.1 Key Components of the Project Work Plan

Provide an overview of your approach to providing the key components of the City's published requirements. These are broken out by component for clarity in the following subsections, where you should provide greater detail.

Offeror Response:

3.2.1.2 Logistics of the Project Implementation Approach

Describe the logistics of your implementation approach, including:

- Where will work be done?
- What will you do to minimize disruption of the City operations?
- What proportion of the time will your project manager be on site during the implementation?

Offeror Response:

3.2.2 Software Configuration and Localization Services

Describe your approach and proposed work plan for providing software configuration and localization services. Describe the expected participation levels by the City staff in the configuration process.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.3 Installation Services

Describe your approach and proposed work plan for providing the installation services. Describe the expected participation levels by City staff in the installation process.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.4 Data Migration Services

Describe your approach and proposed work plan for providing the data migration services. Describe the expected participation levels by City staff in the migration process.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

Approach to Edits to Production Geodatabase

Discuss an approach that maintains the City's constraint of restricting edits to production GIS data to GIS Department staff.

3.2.5 Documentation

Describe your approach and proposed work plan for providing required documentation for the EAM system and its various components. Indicate the different levels of documentation, and the approach to localizing the documentation to correspond to the system as implemented.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.6 Training Services

Describe your approach and proposed work plan for providing required training for the EAM system. Indicate the different levels of training. Indicate any facilities or other support required of the City for this training.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

Describe your approach to knowledge transfer that is designed to maximize formal and information training opportunities for the City's technical and program staff.

Offeror Response:

3.2.7 Systems Implementation Testing Services

Describe your approach and recommended scope of work for planning and implementing testing services. Describe your process for developing and executing the overall test plan as well as details of specific test plans. Explain how this approach will provide traceability for the City's documented requirements. Identify all functions that the City will be responsible for performing in the execution of test processes. Describe how your proposed testing approach addresses the elements listed in the RFP.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.8 Deployment

Describe your approach and proposed scope for moving the configured and accepted system into production, including the requirements documented in RFP Section 3.2.8. Identify the services you anticipate requiring from the City for this move.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.9 Post Production Maintenance and Support

Describe your approach and proposed scope for providing required maintenance and support for the EAM system following the move to production.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.2.10 Offeror Additions and Exceptions to Scope of Work

Identify any support services that you would recommend that the City consider during the project that may not have included in the RFP scope of work. Identify any services that you would recommend against or do not provide that are called for in the RFP Scope of Work.

Offeror Response:

3.3 Single Point of Contact

Confirm that the Offeror will provide a single point of contact for all official interactions with the City during the EAM implementation. Provide the name and full contact information.

Offeror Response:

3.4 Integration Services

Describe your overall approach, philosophy, and proposed scope for providing required integrations between your proposed EAM system components and those external systems stipulated for integration. Describe the role and responsibilities of each subcontractor in the integration activities. Describe the expected participation levels by the City staff in the integration process.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.4.1 GIS Integration

Describe your approach and proposed scope for providing required integrations between your proposed EAM system components and the GIS, to meet the requirements described in RFP.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.4.2 CCTV Inspection Integration

Describe your approach and proposed scope for providing required integrations between your proposed EAM system components and the CCTV system, to meet the requirements described in this RFP.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.4.3 SCADA Integration Services

Describe your approach and proposed scope for providing required integrations between your proposed EAM system components and the City's SCADA systems, to meet the requirements described in this RFP.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.4.4 Laserfiche Document Management Integration

Describe the extent of your proposed integration functionality and your approach for integrating your proposed EAM system components with the City's Laserfiche document management system, to meet the requirements described in this RFP.

Approach

Offeror Response:

Scope of Work/Work Plan

Offeror Response:

Deliverables

Offeror Response:

City Responsibilities and Estimated Staff Hours

Offeror Response:

3.4.5 Microsoft Access and Other ODBC Databases Integration

Describe the specific capabilities of your proposed EAM system components to upload to and download from Microsoft Access and other ODBC databases, as described in the RFP.

Offeror Response:

Section 4.0: Detailed Requirements Questionnaire

This Detailed Requirements Questionnaire section of the SORF follows the organization of the RFP document. Requirements are divided into the following sections:

- Functional Requirements: What the EAM system must do.
- Product Usability Requirements: How the EAM system will be used.
- Implementation Services Requirements: Specific responsibilities the software Offeror must assume and execute during project implementation.

- **Corporate Strength Requirements:** How the Offeror and supporting team are organized, commitment to the offered software, corporate history, and related information.

The matrix in the Questionnaire provides room for the following responses for each of the requirements:

- **Meets without modification:** The Offeror's standard package, as proposed, meets this requirement without modification
- **Requires modification to standard package(s):** The Offeror will modify its standard package, as proposed, to meet this requirement. The Offeror will incorporate this change into the next standard release of the Offeror's standard package
- **Requires custom application development:** The Offeror will develop an additional module, routine or report, that will not adversely impact the City's ability to apply future maintenance releases, that will accomplish the function specified
- **Can be accomplished in an alternative way:** The Offeror is proposing to solve the requirement in an alternative, but equally functional, manner. Please describe the proposed alternative in the space provided following each requirement.
- **Cost to the City for proposed modifications:** Detail any costs for making any required modifications or customizations to the Offeror's standard software. Aggregate the total modification and customization costs for each checklist and transfer totals to your pricing sheet.

The Offeror should use other sections of this SORF for more general discussions of scope and approach, but should use the following tables to specifically answer the questions of whether the proposed solution meets each requirement. Place supplemental information immediately following the tables, where called for.

4.1 Functional Requirements

Service Requests		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
1	Create a Service Request (SR) within the EAM system, and associate the Service Request to a customer, asset or location with minimum data entry.						
2	Provide a hierarchical approach to recording problems, in which the type of infrastructure initiates a selection of problems/symptoms, which initiates relevant follow-on questions; the hierarchy must be at least 3 levels.						
3	Assign Service Request to individual for research/investigation. System should assign the SR to a specific individual based on business rules, with an option for business unit management to override the default assignment.						
4	SR should be digitally routed to assigned party, with a hard copy of the Service Request available as needed but not required for work process.						
5	If no SR update received in x days, SR is escalated to investigator's supervisor (or other individual selected by users). X is selected by the City.						
6	When Work Order related to an SR is completed, have option to notify SR Requestor or the external system that initiated the transaction.						
7	Enhance data content of Service Request to include a map of the vicinity showing streets, assets, other open assignments, etc. The map should be available on screen or hard copy as an integral part of the data (not just separate screen or popup).						

Service Requests		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
8	Make categories of background data (for example, maintenance history, CCTV images, customer data, etc.) available for selection by the user.						
9	Make available associated assignments (for example, linked work orders).						
10	SRs initiated by "special citizens" are highlighted, and these SRs automatically result in the requestors being notified of status changes to the SRs and associated work orders.						
11	Create Service Requests from data received from the City portal for collecting requests for service.						
12	Create Service Requests from data received from third party web sites (for example, See-Click-Fix)						
13	Create Service Requests from data received from text messages received by City staff						
14	Track and manage status of Service Request as it moves through its work flow. Allow assigned individual, supervisor, or dispatcher to update status appropriately.						
15	Notify the SR Requestor or the external system that initiated the transaction when disposition of SR is determined, unless the call taker or Requestor selects an option to bypass notification.						
16	When SRs are investigated, labor hours may be charged in the EAM system.						
17	After initial assignment, the EAM system supports changing the SR investigation assignment to a different individual and/or a different business unit.						
18	If the SR investigation assignment is changed to a different business unit, the requestor will be notified of this change in status.						
19	Provide context-sensitive guidance or prompts to assist the call taker with collecting required data based on the type of problem, to aid in deciding who to assign for investigating the Service Request, or responding to the Requestor for inquiries that can be handled immediately.						

Service Requests		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
20	When the location of an SR is entered, the EAM system will display other Service Requests within a [Business Unit-set] proximity that have been entered in the past [Business Unit-set] number of hours						
21	When the location of an SR is entered, the EAM system will display active Work Orders within a [Business Unit-set] proximity						

Work Management		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
22	Create Work Order. Where appropriate, link to Service Request. Link to asset(s). Auto-populate as much of the data as possible from SR, asset inventory; minimize data entry.						
23	Enforce business rule that a Work Order must be associated with one or more Assets as default. Allow override when necessary.						
24	Allow issuing follow-up WO to add asset to asset registry or GIS, and associate list of WOs to it.						
25	Support work orders and routes associated with multiple assets. Provide ability to group assets together into larger assemblage (e.g., fire hydrants to be flushed in the same day) if managed in asset registry as individual assets, for purposes of issuing work orders covering the total assemblage						
26	Support multiple types of Work Orders (e.g., safety, preventive, reactive), which can be defaulted based on asset type or business unit, or selected for individual work orders.						
27	Manage associations among work orders and between work orders and service requests. Support tracking and reporting by individual work order, associated work orders, and aggregations by Service Request, asset, systems and sub-systems, processes, facilities, etc.						
28	Report costs of associated work orders, service requests, and projects that are related to specific events.						
29	Support generic "incident" level of aggregation for complex relationships among Service Requests, Work Orders, and Assets.						

Work Management		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
30	Assign Work Order to crews. Support default assignment where business rules allow, with supervisor override.						
31	Support direct assignment by supervisor as default if desired.						
32	Assignment should be routed to assigned party digitally, with hard copy of Work Order available as needed but not required for work process.						
33	Enhance data content of Service Request or Work Order to include map of vicinity showing streets, assets, other open assignments, etc. The map should be available on screen or hard copy as integral part of the data (not just separate screen or popup).						
34	Categories of background data (for example, maintenance history, CCTV images, customer data, etc.) should be available.						
35	Provide links with as-builts and O&M manuals.						
36	Associated assignments (for example, linked work orders) should be available.						
37	Track and manage status of Work Order. Allow assigned individual, supervisor, or dispatcher to update appropriately.						
38	Support mandatory supervisory review/approval task if desired for each Work Order type.						
39	Support automatic updates and/or notifications upon completion of Service Request or Work Order, within the EAM system or to external systems that initiated the transaction. Manage business rules for linkages and triggers for updates.						
40	Support explicit "partial" work order (some work completed but more needs to be done); ability to put work order on hold (for example, couldn't find meter) and return later or reassign, without requiring two separate work orders for the same task.						
41	Support task structure within individual work order, for multiple tasks within work order.						
42	Support entry of labor, materials, and equipment usage by task, for detailed job costing.						

Work Management		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
43	Provide security, restricted access when using actual labor rates for individuals for costing work orders.						
44	Create and update bulk work orders (for example, routine inspections) for repetitive tasks. Enter data once and duplicate as needed, with operator only changing what needs to change for each work order (for example, asset ID and location).						
45	Enable City staff to access status of work orders in order to update customers.						
46	Provide escalation process and approvals for emergency and high priority requests.						
47	Provide work measurement statistics on common activities.						
48	Provide backlog, service activity, and closure rate statistics for all activities.						
49	Provide reports for supporting the assignment and re-assignment of all open orders.						
50	Provide functionality to record summary data from inspection activities and produce reports from this data.						
51	Provide the ability to attach photographs, plans, correspondence, reports, and operations and maintenance manuals to records of work orders or assets.						
52	Compare estimated or standard labor hours and cost against actual.						
53	Support 100% time allocation for selected personnel. Support administrative (e.g., safety meetings, training) and field work orders.						
54	Support batch entry of equipment run times for use in scheduling preventive maintenance.						
55	Use equipment run times to issue preventive maintenance work orders based on "earliest of" equipment usage or elapsed time.						
56	Enable the attachment of procedures (i.e., job plans) to preventive maintenance work orders.						
57	Support advance notice to other departments of activities that might require operational adjustments and/or generate customer complaints.						

Work Management							Comment
	Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.		
58							
	Provide fields for asset management data including consequences of failure, risk score, remaining useful life, and estimated replacement cost.						

Field Personnel Support							Comment
	Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.		
59							
	Provide real-time access to EAM system functionality for selected personnel while away from office.						
60							
	Support goal of issuing a single device to field personnel for interaction with the EAM plus other City systems.						
61							
	Capable of utilizing Windows laptops and ruggedized tablets						
62							
	Capable of utilizing iPads						
63							
	Capable of utilizing iPhones						
64							
	Capable of utilizing other tablets besides iPads and Windows tablets						
65							
	Capable of utilizing Android smartphones						
66							
	Manage connection status for mobile field units and automatically reconnect following wireless connectivity interruption while preserving work in progress. A user should never notice interruption of wireless connectivity and could continue working during an interruption.						
67							
	Update Service Request from field, including status, comments, resource usage, and disposition data.						
68							
	Update Work Order from field, including status, comments, resource usage, and completion data. Complete a work order from field.						

Field Personnel Support		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
69	Provide flexible work flow for each team, so some could complete and close and others could complete only.						
70	Define roles in Work Order process and assign primary and alternates to the roles.						
71	Indicate completion of an assigned task and readiness for the next task under a work order.						
72	Supervisors/ superintendents can review and approve field crew data entry, correct invalid entries, return to crews for correction/additional data, and approve/close work orders from field.						
73	Initiate new or follow-on Service Request, Service Order, or Work Order from field.						
74	Access all data contents of EAM system from field.						
75	From field, access data from other applications which are integrated with the EAM system.						
76	Attach photos, redlines, sketches, etc. to WO from field						
77	Ability to cache portions of system for working off line						
78	Provide adequate performance and capacity to support remote display of GIS maps using Esri map services maintained by the City when feasible.						
79	Update Service Order from field, including status, comments, readings, and completion data. Clear a service order from field.						
80	Generate suggested routing for handling on-demand, ad hoc routes. Should support rerouting after changes to assignments, and provide directions (text and map).						
81	Complex documents like equipment manual will be managed in EDMS, but attached to the WO when needed						
82	Provide adequate performance and capacity to support remote display of documents and drawings maintained in Laserfiche.						
83	Ability to support portable printers in field if desired.						

Field Personnel Support		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
84	Notify field workers that an update to a work order has been made or a new work order assigned, independent of continuous access to the application.						
85	Collect Latitude/Longitude for work like pothole repairs						
86	Send emails etc. to customers, from any work location						

Inventory		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
87	Maintain inventory of parts and supplies on hand in multiple "pools of inventory", including in warehouses and various City facilities.						
88	Manage on-demand, one-off purchases that don't go through warehouse before being "expended" on work orders.						
89	Support usage costing based on a Last In, First Out unit cost of all items of the part type in stock.						
90	Issue parts to crews based on Work Order.						
91	Support inventory adjustments based on <ul style="list-style-type: none"> Returns after issuance Damaged, Obsolete, or Unusable Inventory (i.e. waste) Returns to manufacturer/supplier due to defects or other problems 						
92	Provide reports of warehouse parts below their reorder points.						

Inventory		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
93	Reserve inventory for planned jobs, enabling foremen or planner/schedulers to requisition parts required for scheduled work.						
94	Support import of batch files containing parts issuance data from the City's J.D. Edwards Enterprise One financial system, to replace manual data entry from paper forms.						
95	Support bar coding or QR coding of parts and materials to reduce data entry, including generation and reading of bar or QR code labels to identify parts.						
96	Support identification of critical spares, and exception tracking of their quantity on hand.						
97	Provide process for correcting errors and otherwise adjusting inventory records to correct/remove errors. Log and authenticate all changes. Make adjustments to costing and other balancing steps, based on specified business rules. Provide a means for attaching documentation to track which employees made changes.						
98	Reports on charges by cost center and by work order.						
99	Reports on quantities of available parts on hand.						
100	Document and track transfers of inventory from one "pool" to another.						
101	Increment inventory by item when supplies or parts are received by City. Include parts, quantity delivered, date delivered, unit price, and PO, invoice, or other purchase identifier for linking back to purchasing transaction in Financial system.						
102	Maintain digital parts catalog, which includes part number, part name, access to photos, schematics, manufacturer's specs, etc. Includes security restrictions on contents.						
103	Generate list of spare parts in inventory for specific assets and asset types, by manufacturer/model.						
104	Update or correct receiving report or inventory counts to correct errors. Provide supporting documentation to track employees that made changes.						

Inventory		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
105	Support cycle counts and physical inventories, including generation of reports and forms.						
106	Support usage costing based on a weighted average unit cost of all items of the part type in stock.						
107	Support usage costing based on a First In, First Out unit cost of all items of the part type in stock.						
108	Issue supplies (boots, uniform) directly to individual workers.						
109	Support inventory adjustments for job costing and accounting, including: <ul style="list-style-type: none"> • Distinguishing among credits vs. changes in cost vs. refunds • Restock charges 						
110	Support digital parts catalog and business rules to help ensure the order specs will generate what is needed (for example, copies manufacturer's list of acceptable products into requested product description).						
111	Provide review step in which requesting foreman reviews and approves the issuance request before the storeroom fills the request.						
112	Support for identifying bins (or other location designation) in which a part is stored.						
113	Support for tracking parts at multiple locations within a warehouse.						

Data Management		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
114	Provide reporting/business intelligence tool to create custom reports. In comments, list name of tool if third party product.						

Data Management		Meets Requirements	Requires Modification	Requires Custom Alternative Proposed	Cost for Mods.	Comment
115	Show all repair history and other activities (including preventive maintenance, planned work orders, inspections, and replacements) on an asset or a location when requested.					
116	For the repair history report described above, provide costs and labor hours for each occurrence.					
117	Generate daily activity report summary by employee or crew.					
118	Generate summary report of work order activity for a user-defined period.					
119	Provide options for searching for work orders by multiple criteria.					
120	Generate report summarizing data entry activity.					
121	Generate customized hard copy and report formats by work order subtypes (for example, a report for Maintenance Work Orders looks different than one for Repair Work Order).					
122	Show all associated Work Orders & Service Requests together for an event.					
123	Show results of queries by: Asset ID, Address, Type of Activities, Crew, Equipment ID, Date Range, Work Status.					
124	Show results of spatial queries in map and tabular formats for all assignments and/or assets by: location, along streets, arbitrary polygons, existing polygons (for example, sub-basins), proximity to selected asset(s). Need to identify nearby activities, for investigations and for repairs.					
125	Support back end queries via SQL, programming scripts, & business intelligence tools.					
126	Associate digital photos and other file types to service requests, work orders, inspections, or assets from office or field including documents managed in electronic document management systems, images and video from CCTV, electronic O&M manuals, as-built/record drawings, etc.					

Data Management		Meets Requirement	Requires Modification	Requires Custom Alternative Proposed	Cost for Mods.	Comment
127	Manage temporary asset IDs. Assign temporary asset IDs for new assets not yet added to master asset registry and replace with correct permanent asset IDs when available, or provide capability through an equivalent process.					
128	Validate all data entry where possible, including edit checks and business rules for validations. Comment on how many ways they do this, can we customize etc.					
129	Initiate a software-enabled workflow/process to request changes to attribute data for assets, whether the system of record is the GIS or EAM system.					
130	Initiate and track update requests to GIS and other data. Include a feedback mechanism to requester.					
131	Access to external vendor specification sheets, manuals, and instructions by crews planning a repair.					
132	Track and monitor warranty data on assets.					
133	Validate all addresses against the City's master address file as represented within GIS. Should support sub-address validation to unit level (such as apartment numbers).					
134	Provide tools to support identification of probable completed Work Orders still in the system, lost Work Orders, etc. Identify probable duplicate Work Orders.					
135	Notification of outstanding WOs longer than defined limit, which will be different for different WO types.					
136	Set permissions to view WOs etc. within and between teams.					
137	Provide means for handling duplicate or mistaken Work Orders in system (Note: This is not the same as closing, since closed work orders should remain in the system in perpetuity.) System should support voiding but not remove, possibly with restricted permission. Include ability to totally delete after review.					
138	Support exports to or batch updates of data from Microsoft Excel and Access.					

Data Management		Meets Requirements	Requires Modification	Requires Custom Alternative Proposed	Cost for Mods.	Comment
139	Minimize necessity for hard copy data flows, such as sending hard copies of completed work order data to different business units.					
140	Provide real-time or near real-time access to contents of EAM system for field workers, including history of work on asset or premise, details in comments fields, and comments about location. This includes after-hours access for emergencies or changes, from field or home.					
141	Comments and other fields must not be truncated.					
142	System should minimize use of free-form text for data entry.					
143	Support using GIS to access photos etc. associated with service requests, work orders, inspections, or assets in the EAM system.					
144	Provide an option to selectively turn on or off change logging, including date, time, user, old value, and new value to enhance data quality.					
145	Handle assets without addresses or dummy addresses for features that are in the right of way or for which addresses have not yet been assigned.					
146	Provide cut off evaluation and warning based on maximum run time on all reports.					
147	Incorporate multiple performance measures per work order type. support various units of work Data Integrity					
148	Provide control reports for all data conversion processes including balances and counts.					
149	Provide control and audit reports for all inventory operations.					
150	Provide alerts for unauthorized or suspicious activity.					
151	Provide full back up and restore functions with logging.					
152	Provide full City access to all data, through EAM system or directly other utilities, without limitations					

Data Management		Meets Requirements	Requires Modification	Requires Custom Alternative Proposed	Cost for Mods.	Comment
153	The City retains full ownership of all EAM and associated data					
154	Comments and other fields must not be truncated.					
155	Minimize use of free-form text data entry through pick lists, etc.					

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom Alternative Proposed	Cost for Mods.	Comment
	<p>GIS Integration Note: Working from "within the GIS environment" means using the Esri GIS system in use at the City. Working within "the EAM system environment" means using the tabular or graphic EAM interface.</p>					
156	<p>Working from within the GIS environment, select a group of GIS features (representing assets) through drawing a polygon on the GIS, and perform the following EAM system functions for all of the assets as a group:</p> <ul style="list-style-type: none"> • generate one work order that represents a group of related actions (for example, hydrant exercises) • generate an individual work order for each of the assets 					
157						
158	• generate standard EAM system reports and user-developed reports that use EAM system data					
159	The EAM system will interact with the City's GIS data to view existing GIS feature classes – including graphic and tabular data – from within the EAM system.					

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
160	GIS will utilize EAM system data to display locations and data about assets, facilities, service requests, service orders, and work orders from within the GIS.						
161	Utilize GIS asset representations as systems of record for the asset registry.						
162	Synchronize GIS and EAM system contents, including asset inventory and attribution, and GIS domains and EAM system lookup tables.						
163	Working from within the GIS environment, generate an EAM system asset from a GIS graphic feature.						
164	Working from within the GIS environment, select a GIS feature that represents an asset, and generate an EAM system work order or service request based on location.						
165	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system asset inventory data related to that asset.						
166	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system work order history data related to that asset.						
167	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system cost history data related to that asset.						
168	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system recurring work schedules related to that asset.						
169	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system pending work order data related to that asset.						
170	Working from within the GIS environment, select a GIS feature that represents an asset, and open windows to view all EAM system inspection history data related to that asset.						

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
171	Working from within the GIS environment, change a GIS feature (representing an asset) using ArcGIS, and update the EAM system asset inventory database						
172	Working from within the GIS environment, delete a GIS feature (representing an asset) that has been removed, and make the appropriate updates to the EAM system database to archive the asset's record and all related transaction data						
173	Working from within the GIS environment, view a "dot map" of pending work orders with complex querying capabilities and assign individual work orders to crews with "one mouse click" on the location of the pending work						
174	Working from within the GIS environment, split an asset into more than one asset, and select the resulting asset that should be associated with each of the original asset's transaction records.						
175	Working from within the GIS environment, run a complex query (i.e., one with more than two nested conditions) against the graphic data and display results that include EAM system data as a tabular report.						
176	Working from within the EAM system environment, when viewing a record (of a transaction or of an asset), have the option to open a GIS window showing the location of the asset referenced in the record.						
177	The GIS window shall have a default scale, extent, and feature class or layers displayed.						
178	The user shall be able to override the scale, extent, and feature class or layers displayed for that session only, and the user's overrides shall be capable of being stored for future use.						
179	Working from within the EAM system environment, when viewing a standard or user-developed report of EAM system data, have the option to generate a dot map (a.k.a., a "pin map") showing the locations of the EAM system assets in the GIS. The user shall be able to set the GIS's symbology to reflect up to two variables in the report, one using color and the other using shape; the resulting map should be capable of being displayed and printed.						

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
180	When moving a "portable asset" (for example, water meters, motors, pumps) to a different location in the EAM system, move the asset's geographical location in the GIS. The asset's transaction history should move with the asset.						
181	Working from within the EAM system environment, retire an asset in the EAM system, and assure that the changed asset inventory data and transaction history of the retired asset is reflected in the GIS.						
182	Working from within the EAM system environment, abandon an asset in the EAM system, and assure that the asset's status has been changed to "abandoned" in the GIS.						
183	Working from within the EAM system environment, run a complex query (i.e., one with more than two nested conditions) against the EAM system data and display the results graphically in the GIS.						
184	Working from within the EAM system environment, print a location map with GIS features for each asset work order. The GIS window shall have a default scale, extent, and feature class or layers						
185	The default scale, extent, and feature class or layers displayed shall be capable of being overridden by the user for that session only, or the overrides shall be capable of being stored for future use; the user shall be able to define different defaults for different types of assets.						
186	Support using GIS to access associations with digital photos and other file types (including documents managed in electronic document management systems, images and video from CCTV, electronic O&M manuals, as-builts/record drawings, etc.) from service requests, work orders, inspections, or assets in the EAM system.						
187	Update attribute data for assets, whether the system of record is the GIS or EAM system. For example, if an EAM system user notes that an asset attribute is wrong, they should (subject to security privileges and validation) be able to immediately initiate a software-enabled workflow/process to change the attribute value.						
188	Initiate and track update requests to GIS and other data. Include a feedback mechanism to requester.						

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
189	Use City or LP&L GIS data for all geospatial applications.						
190	Validate all addresses against the City's Master Address File as represented within GIS. Should support sub-address validation to unit level (such as apartment numbers) when City implements this level of data.						
191	Integrate with all data structures supported by the Esri versioned geodatabase. SCADA Integrations						
192	Support one-way batch update of asset run times from SCADA Historians to the EAM system, for use in triggering usage-based maintenance intervals. CCTV Integration						
193	Integrate with digital closed circuit television (CCTV) sewer inspection system to bring the following data into the EAM system: <ul style="list-style-type: none"> • Work order/inspection completion data • Summary inspection results 						
194							
195	If the inspection reveals the need for additional work – initiation of the resulting new work order(s)						
196	Prior to a CCTV inspection, send the following EAM system data to the CCTV application: <ul style="list-style-type: none"> • Work order for performing the inspection • Attribute data for the asset(s) being inspected 						
197	Electronic Document Management System Integration						
198	Integrate with the City's electronic document management systems to provide EAM system users with the following functionality: Access to as-built drawings, operations and maintenance manuals, plans, and images associated with an asset						
199	Access to administrative documents such as: ordinances, policies, and reports						

Integration Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
	Other Integration Functionality						
200	A monthly receiving report shall be provided to support reconciliation of EAM system warehouse receipts against the related purchasing, receiving, and issuing transactions in the City's Financial System.						
201	A monthly issues report shall be provided to summarize stock that was issued from each warehouse managed using the EAM system and used for work orders.						
202	Tools should be provided to import data from Microsoft Access, Excel, and other ODBC systems on a one-time or periodic basis.						
203	Minimize necessity for hard copy data flows, such as sending hard copies of completed work orders to a Service Request originator.						
204	When stock is received into a warehouse managed using the EAM system's material management module, EAM system functionality shall include a cross-reference to the related City Financial System purchasing and receiving transactions. This cross-reference should include requisition numbers, purchase order numbers, invoice IDs, and/or receiving document IDs.						
205	When stock is issued from the City's Central Warehouse to be used on an EAM system work order, EAM system functionality shall include a cross-reference to the Issues document from the City's Central Warehouse.						
206	When stock is moved from the City's Central Warehouse to a warehouse managed using the EAM system's material management module, EAM system functionality shall include a cross-reference to the Issues document from the City's Central Warehouse.						
207	Stock returns to manufacturers or vendors from warehouses managed using the EAM system must include functionality to reference credit memos in the City's Financial System.						
208	A monthly stock returns report must be available to support reconciliation with credit memos in the City's Financial System.						
209	Support future integration of results from field data capture using survey-grade GPS to associate location and attribute data with asset.						

Queries and Reporting		Meets Requirements	Requires Modification	Requires Custom	Proposed Alternative	Cost for Mods.	Comment
210	Incorporate multiple performance measures per work order type. support various units of work						
211	Provide reporting/business intelligence tool to create custom reports. In comments, list name of tool if third party product.						
212	Show all repair history and other activities (including preventive maintenance, planned work orders, inspections, and replacements) on an asset or a location when requested.						
213	For the repair history report described above, provide costs and labor hours for each occurrence.						
214	Generate daily activity report summary by employee or crew.						
215	Generate summary report of work order activity for a user-defined period.						
216	Provide options for searching for work orders by multiple criteria.						
217	Generate report summarizing data entry activity.						
218	Generate customized hard copy and report formats by work order subtypes (for example, a report for Maintenance Work Orders looks different than one for Repair Work Order).						
219	Show all associated Work Orders & Service Requests together for an event.						
220	Show results of queries by: Asset ID, Address, Type of Activities, Crew, Equipment ID, Date Range, Work Status.						

Queries and Reporting		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
221	Show results of spatial queries in map and tabular formats for all assignments and/or assets by: location, along streets, arbitrary polygons, existing polygons (for example, sub-basins), proximity to selected asset(s). Need to identify nearby activities, for investigations and for repairs.						
222	Support back end queries via SQL, programming scripts, & business intelligence tools.						
223	Provide cut off evaluation and warning based on maximum run time on all reports.						

4.2 Product Usability Requirements

Product usability includes a set of non-functional requirements relative to look-and-feel and work flow among the forms and screens of the application.

Product Usability Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
Look and Feel							
224	Provide "undo" capabilities during data entry.						
225	Provide administrator controlled ability to make fields mandatory.						
226	Autopopulate every possible field, with ability to override during data entry. Calculate values like start date where possible from data already entered, using business rules.						
227	Provide a common look and feel across all application components of the EAM. Users must have the same or very similar experience and interface in office or in field.						
228	Incorporate a common set of features for data entry and access including pull down windows, pop-up windows, scroll bars, radio buttons and error messages.						

Product Usability Requirements		Meets Requirements	Requires Modification	Requires Custom	Proposed Alternative	Cost for Mods.	Comment
229	Provide a common approach to navigating home pages, menus, screens and fields.						
230	Print through Windows print drivers.						
231	Carry over data for Work Order or other transaction from one screen to the next, without requiring re-entry.						
232	Provide customizability based on task or role, eliminating clutter of unused fields on screens or hard copy forms.						
233	Minimize need to scroll to see data fields on screen.						
234	Present screens in order needed for work process (not flipping from screen to screen)						
235	Support multiple comment entries for "Activities", "Comments" etc. to replace current practice of using initials or codes at beginning of each entry within larger field.						
236	Use 24-hr military time as basic time entry. Support local, 12-hour time with translation for data entry.						
237	Include pick lists and other options optimized for work task (for example, if it's a water system repair, then only water codes should show up on a pick list). Provide administration tools for managing underlying look-up tables and/or business rules.						
238	Incorporate icons, file structures, menu bars, print windows and query selection options similar to MS Office products.						
239	Allow user to back up or move around screen with mouse or key-based migration, with consistent technique for changing focus.						
240	Should not unnecessarily require users to type leading zeroes or blanks into fields.						
	Usability						
241	User functions are easy to use with proper training. User functions are intuitive and logical in their organization and display.						
242	Users can become proficient after training, 85% of the time on first solo use.						

Product Usability Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods	Comment
243	After training, users will be able to sign on and navigate password security.						
244	After training, users will be able to access all functionality to do their assigned job.						
245	Users will know how to navigate "help" facilities and diagnose and correct at least 75% of all problems using the standard "help" facilities.						
246	Users will be able to execute standard reports.						
247	Users will be able to modify selection criteria for their session to run standard reports and queries (select date ranges, asset types, activity codes, etc.).						
248	User will be able to perform their normal daily assignments without help from "power users" or use of the "help desk" services.						
249	Users will be able to understand and respond to standard error messages.						
	Performance						
250	Provides extensive field edit features to insure data accuracy and constancy.						
251	Provides simple to use error correction and validation processes.						
252	Provide comprehensive security approach, to communications and to sensitive data on the field device (for example, customer data). System must comply with City IT security standards.						
253	System must support user and workgroup account management, including security. System must provide support for roles.						
254	Provides acceptable response time (2 second or less) on 90% of all transactions.						
255	Includes sufficient capacity and performance such that response time is not adversely impacted by end of shift utilization increases.						
256	Must be capable of supporting continued growth. Describe any limitations on number of assets, work orders, or other data elements.						

Product Usability Requirements		Meets Requirements	Requires Modification	Requires Custom	Proposed Alternative	Cost for Mods.	Comment
257	Maintains acceptable response time even when computationally intensive functions are being performed.						

4.3 Implementation Services Requirements

Implementation services include a set of non-functional requirements relative to integration, architecture constraints, configuration, installation, testing, training, and support. It also includes a requirement for cooperation with other City projects relative to implementing the proposed EAM solution.

Implementation Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Proposed Alternative	Cost for Mods.	Comment
Technology Infrastructure							
258	Operate within the City's current IT hardware infrastructure environment including server, network, storage and printing environments						
259	Utilize industry standard PC desktops, laptops. Work with a variety of portable devices.						
260	Operate with Microsoft Windows 2016 for server environments. (Red Hat or SUSE Linux will be considered.)						
261	Operate with local virtual servers, under VMware						
262	Operate with Microsoft Windows 10 for client environments. Windows 7 is the minimum version supported.)						
263	Operate with Microsoft SQL-Server database management software, version 2018. (SQL-Server is required for locally-hosted installation; Oracle is an acceptable alternative for cloud-based installation.)						

Implementation Services Requirements		Meets Requirements	Requires Modification	Requires Custom Alternative	Proposed	Cost for Mods.	Comment
264	Operate with Crystal Report Enterprise 2016 or equal reporting software.						
265	Utilize application development tools that will be licensed to City for its internal use, and for use as desired by other consultants or contractors for further development and maintenance of solutions.						
266	Available in a client-server environment. Describe technology strategy, overall system architecture.						
267	Available in a Web version (preferred) using current version of MS Edge browser.						
268	Available in a cloud-based, remotely hosted environment.						
269	Utilize application development tools based on commonly used information technology programming languages and approaches, such that developers are reasonably available to City when needed.						
270	Minimize requirements for 3 rd party tools and licenses. Keep toolkit simple. Minimize dependencies among elements of solution.						
271	Utilize VPN connections for any remote connection. (NetMotion or Open VPN are current City standards.)						
	Maintenance and Support						
272	Include all major product revisions, upgrades and enhancements as a feature of the maintenance and support contract options.						
273	Provide fixes and patches services for problems encountered between software releases.						
274	Provide a complete help desk service as part of the standard maintenance and support contract.						
275	Provide remote diagnostic and support services through a secure VPN process.						
276	Provide documentation for users, administrators. Provide updates to documentation with each new version release. Documentation must fully cover data stores, to support local report writing.						
277	Provide training in report writing including data base models and table design.						

Implementation Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Proposed Alternative	Cost for Mods.	Comment
278	Provide 24x7 maintenance and support contract option						
279	Provide cost schedule for any remotely provided capabilities such as cloud storage, showing current rate structure and anticipated future increases.						
280	Localize documentation to match the installation at City.						
281	Support a user group for EAM and other components, which hold meetings at least annually.						
282	Provide 8x5 maintenance and support contract options, based on the Central Time Zone.						
	Security						
283	Provide tools for managing user accounts, security settings on data and/or applications.						
284	Provide a full password security process based on roles and groups.						
285	Grant authorization for access at the function level.						
286	Grant authorization for update at the function level.						
287	Provide Active Directory integration to support single user sign-on.						
288	Provide an audit trail of all system activity, including by user, date and time.						
289	Provide a flexible and secure security management process for assigning privileges and rights.						
	Availability and Reliability						
290	Support authorized user access from a common menu or home page.						
291	Provide high availability on 24X7 schedule.						

Implementation Services Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
292	Provide 99.8% uptime after exclusion of scheduled maintenance and hardware failure.						
293	Provide full system recovery capabilities.						
	Legal						
294	Work directly with other software vendors to complete required integrations and etc. Single "general contractor" relationship required.						
	Configuration						
295	Develop and document the proposed data conversion process for reference data using an Extract/Transform/Load approach						
296	Follow an agreed-to change order process developed in the initial project plan.						
297	Include configuration for TEST and PROD environments. How are these to be used during implementation and ongoing operations?						
298	All changes to configuration will be performed by City IT.						
299	All software upgrades (for locally hosted solution) will be performed by City IT with vendor support.						

4.4 Corporate Strength Requirements

Corporate strength includes a set of non-functional requirements relative the corporate approach to support and technology updates. It also includes requirements about the number of installations and other indicators of how committed the software vendors participating in the proposed solution are to their products.

Corporate Strength Requirements		Meets Requirements	Requires Modification	Requires Custom	Alternative Proposed	Cost for Mods.	Comment
300	Propose a COTS software package for Lubbock's EAM system.						
301	Propose an EAM package that has been installed in at least ten installations, including: <ul style="list-style-type: none"> Must be in production for horizontal or underground infrastructure asset management (e.g., streets, water distribution, wastewater collection) in at least five referenceable local governments, including a fully functional integration (as defined in this document) with a geographic information system. 						
302	<ul style="list-style-type: none"> Must be in production for vertical infrastructure asset management (e.g., plants, buildings) in at least five referenceable local governments. 						
303	<ul style="list-style-type: none"> Must be in production for electric distribution asset management, including overhead and underground infrastructure, for at least three referenceable customers. 						
304	<ul style="list-style-type: none"> At least 1 of these implementations must include a General Fund agency performing significant asset management activities, such as Parks, Streets, or Facilities. 						

Section 5.0: Project Schedule

Offeror should provide a complete project schedule in the Gantt chart format. The schedule should be sequenced using Section 7: Project Schedule in the RFP as the guideline for key dates.

The project schedule should indicate key activities and milestones for implementing the proposed EAM system solution, including all required integrations.

The Offeror should also indicate resource commitments of key staff and other resources necessary for successful implementation. Indicate Offeror resources plus any City or City resources expected to be required.

Offeror Response:

Section 6.0: Supplemental Instructions to Vendor

[This section left blank in SORF intentionally.]

Section 7.0: Proposal Evaluation and Selection Process

[This section left blank in SORF intentionally.]

Section 8.0: General Terms and Conditions

[This section left blank in SORF intentionally.]

Section 9.0: Pricing

The pricing section is designed to provide an explanation of the Offeror's pricing approach and includes a pricing worksheet (Appendix B) to provide specific pricing information for the proposed system.

The pricing worksheet shall be the basis of the Offeror's price proposal. It must include all costs of implementing the EAM, in sufficient detail for the City to understand what is being proposed. The worksheet indicates the minimum level of detail expected.

9.1 COTS Software Solution Pricing

Describe your approach to software pricing. Indicate what purchasing options are available to City including site licensing, seat licensing, and concurrent user licensing or other options. For seat licensing or concurrent user licensing, provide information on any break points in seat licensing structure.

Prices may be quoted as license fees for the entire City enterprise (site license) or they may be quoted as a per-seat license fee. The license fee shall include support and maintenance through the City's first year of production usage of the proposed software.

Pricing for per-seat licensing should assume an incremental implementation, as follows:

Phase 1 (First Year) – Licenses for 40 named users or 25 concurrent users
Ultimate – Licenses for 325 named users or 170 concurrent users

Offeror Response:

9.2 Implementation Services

Describe your approach to implementation services pricing. If the software license fees include a specified amount of support indicate the level of support included in days.

Offeror Response:

9.3 Modification Costs

Describe your approach to pricing modification costs.

Offeror Response:

9.4 On Premise Solution

The City is open to either an on premise solution that utilizes its own hardware and infrastructure for servers, networks, workstations and laptops or some version of cloud-based, remotely hosted solution. Use this section to describe any cost elements of an on premise solution. Use "Not Applicable" if no costs are included for a category.

9.4.1 Hardware and Network Infrastructure

Provide pricing for any additional infrastructure that may be required to support the core business functions and any optional modules.

Offeror Response:

9.4.2 System Support Software

Describe the pricing for any system software required to support the proposed COTS software solution. Include specific pricing information in the pricing worksheet.

Offeror Response:

9.4.3 Other Costs

Describe the pricing for all other costs required to implement the proposed COTS software solution. Include specific pricing information in the pricing worksheet.

Offeror Response:

9.5 Cloud-Based Solution

The City is open to either an on premise solution that utilizes City-owned hardware and infrastructure for servers, networks, workstations and laptops; or some version of cloud-based, remotely hosted solution. Use this section to describe all cost elements of a cloud-based solution. Use "Not Applicable" if no costs are included for a category.

Since cloud-based solutions are not direct purchases, please be specific regarding the applicable rate structures, by cost component. Include pricing for both annual and monthly payment options. Also specify any break points for rate changes, penalties for exceeding usage allocations, fees for professional services, or other details that will help the City predict future operating costs. Indicate a maximum percentage increase by year.

Offeror Response:

9.5.1 Hardware and Network Infrastructure

Provide pricing for any infrastructure that may be required to support the core business functions and any optional modules. Include specific pricing information in the pricing worksheet. Indicate data storage costs separately from any other costs.

Offeror Response:

9.5.2 System Support Software

Describe the pricing for any system software such as RDBMS, virtual server licenses, etc. required to support the proposed COTS software solution. Include specific pricing information in the pricing worksheet.

Offeror Response:

9.5.3 Other Costs

Describe the pricing for all other costs required to implement the proposed COTS software solution. Include specific pricing information in the pricing worksheet.

Offeror Response:

9.6 Price Worksheet

Insert the completed Price Worksheet here.

City of Lubbock
Enterprise Asset Management System

Subcontractor Costs	
Subcontractor #1 (Pilot/None)	
Subcontractor #2 (Pilot/None)	
Subcontractor #3 (Pilot/None)	
Cost Additional Subcontractors (Pilot)	
Total Subcontractor Costs	

Misc Expenses	
Shipping	
Taxes	
Pilot Additional Misc Costs (Pilot)	
Total Misc Costs	

Total Costs	
Less Pilot Cost	
Total Annual Maintenance & Support Costs	
Total Annualized Cost of Ownership (12 Year Contract)	

Notes and Explanations	

Notes and Explanations	

Notes and Explanations	

EXHIBIT B

City of Lubbock
Enterprise Asset Management
Proposed Price Worksheet

City of Lubbock Enterprise Asset Management

Date: April 2nd 2019

Proposer: Carograph

Lubbock's specific number of named users
No color are to be filled in by all Offerors

Color Coding
Instructions

Item	Site License Approach		Seat License Approach		Notes and Explanations
	Site License	Additional Costs	Named Seats	Total Seat Cost	
COTS Solution - On Premises, Year 1					
EAAM System License Pricing (Core System)	\$	\$	40	\$	
Optional Module #1	\$	\$	40	\$	
Optional Module #2	\$	\$	40	\$	
Optional Module #3	\$	\$	40	\$	
Insert Additional Optional Modules Here	\$	\$		\$	
EAAM System License TOTAL	\$	\$		\$	
Reporting Tool (for Developers)	\$	\$	20	\$	
Reporting Tool (for Users)	\$	\$	40	\$	
Total COTS Software License Cost	\$	\$		\$	

Item	Site License Approach		Seat License Approach		Notes and Explanations
	Site License	Additional Costs	Named Seats	Total Seat Cost	
COTS Solution - On Premises, City-wide					
EAAM System License Pricing (Core System)	\$	\$	325	\$	
Optional Module #1	\$	\$	325	\$	
Optional Module #2	\$	\$	325	\$	
Optional Module #3	\$	\$	325	\$	
Insert Additional Optional Modules Here	\$	\$		\$	
EAAM System License TOTAL	\$	\$		\$	
Reporting Tool (for Developers)	\$	\$	40	\$	
Reporting Tool (for Users)	\$	\$	325	\$	
Total COTS Software License Cost	\$	\$		\$	

	Total Cost
Monthly fee	N/A
Yearly fee	\$285,100
Per user fee	Included
Transaction fee	Included
Initial implementation fee	\$237,800
Class attachment/download fee	Included
Termination fee	N/A
Transfer fee	Included
Class Storage fee	0
Test Environment	Included
Total Cost of Hosting	\$ 522,900

Item	Site License Approach		Seat License Approach		Notes and Explanations
	Site License	Additional Costs	Named Seats	Total Seat Cost	
System Support Software					
Database	\$	\$	325	\$	
Utilities	\$	\$	325	\$	
Reporting	\$	\$	325	\$	
Insert Additional System Software Here	\$	\$	325	\$	
Total System Software Costs	\$	\$		\$	

Date April 2nd 2019
Proposer Cartrigraph

Color Coding
Introductions

	Annual Site Fee	Annual Per Seat Fee	Named Seats	Total Annual Fee	Notes and Explanations
EAM System Core Application Support & Maintenance	\$ 325	\$ 325	325	\$ 105,000	
Module # 1	\$ 325	\$ 325	325	\$ 105,000	
Module # 2	\$ 325	\$ 325	325	\$ 105,000	
Module # 3	\$ 325	\$ 325	325	\$ 105,000	
Insert Additional Modules Here					
Total EAM System Maintenance & Support Cost	\$ 1,300	\$ 1,300	1,300	\$ 427,500	
Reporting Tool	\$ 325	\$ 325	325	\$ 105,000	
Total CO'S System Maintenance & Support Cost	\$ 1,625	\$ 1,625	1,625	\$ 532,500	
Annual Software Maintenance & Support Costs - Year 1	under warranty				
Annual Software Maintenance & Support Costs - Year 2					
Annual Software Maintenance & Support Costs - Year 3					
Annual Software Maintenance & Support Costs - Year 4					
Annual Software Maintenance & Support Costs - Year 5					
Annual Software Maintenance & Support Costs - Year 6					
Annual Software Maintenance & Support Costs - Year 7					
Annual Software Maintenance & Support Costs - Year 8					
Annual Software Maintenance & Support Costs - Year 9					
Annual Software Maintenance & Support Costs - Year 10					
Total 10 Year CO'S Maintenance & Support Cost					
System Software Support & Maintenance					
Database					
Utilities					
Insert Additional System Software Here					
Total System Software Support & Maintenance					
Optional Features Software Support & Maintenance					
Insert Additional Optional Feature Costs Here					
Total Optional Feature Maintenance Costs					

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Cost
Maintenance & Support - Hosted	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Version Upgrades	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Additional costs (insert name)	288,100	318,973	328,124	337,084	347,188	357,812	368,540	379,390	390,771	402,684	\$ 3,515,084
Annual Maintenance Costs	288,100	318,973	328,124	337,084	347,188	357,812	368,540	379,390	390,771	402,684	

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total Cost
Infrastructure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Hardware											
1 (insert name)											
2 (insert name)											
3 (insert name)											
Insert Additional Infrastructure Here											
Total Infrastructure											

Purchase Agreement
Best and Final Offer

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Lubbock** (hereinafter referred to as "**Customer**") and **Cartegraph Systems LLC** (hereinafter referred to as "**Cartegraph**"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

Customer Bill To:	Customer Ship To:
City of Lubbock 1625 13 th Street, Room #107 Lubbock, TX 79457	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Addendum B – Field Services

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: October 4,
2019

Signature October 10, 2019
Expiration Date:

Purchase 1268
Agreement No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$136,500.00	\$136,500.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$39,450.00	\$39,450.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$39,450.00	\$39,450.00
Cartegraph OMS Extension	Advanced User Tools Subscription	1	\$26,300.00	\$26,300.00
SeeClickFix Extension	SeeClickFix Subscription, 100 Users	1	\$37,400.00	\$37,400.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00	\$10,000.00
Cartegraph OMS Test	Test Environment	1	\$2,400.00	\$2,400.00
DISCOUNT				(\$2,400.00)
YEAR 1 SOLUTIONS SUB-TOTAL				\$289,100.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service		\$149,100.00	\$149,100.00
Systems Integration Service	Fixed Fee Service SCADA Integration(s)	4	\$18,000.00	\$72,000.00
ESTIMATED EXPENSES				\$16,800.00
YEAR 1 SUB-TOTAL				\$527,000.00

YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$140,595.00	\$140,595.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$40,633.50	\$40,633.50
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$40,633.50	\$40,633.50
Cartegraph OMS Extension	Advanced User Tools Subscription	1	\$27,890.00	\$27,089.00
SeeClickFix Extension	SeeClickFix Subscription, 100 Users	1	\$38,522.22	\$38,522.22
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$17,500.00	\$17,500.00
Cartegraph OMS Test	Test Environment	1	\$2,472.00	\$2,472.00
DISCOUNT				(\$2,472.00)
TECHNICAL SUPPORT				
Systems Integration Support	Fixed Fee Service SCADA Integration(s)	4	\$3,000.00	\$12,000.00
YEAR 2 SOLUTIONS AND SUPPORT SUB-TOTAL				\$316,973.22

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$144,813.00	\$144,813.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$41,853.00	\$41,853.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$41,853.00	\$41,853.00
Cartegraph OMS Extension	Advanced User Tools Subscription	1	\$27,902.00	\$27,902.00
SeeClickFix Extension	SeeClickFix Subscription, 100 Users	1	\$39,678.00	\$39,678.00
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$18,025.00	\$18,025.00
Cartegraph OMS Test	Test Environment	1	\$2,546.00	\$2,546.00
DISCOUNTS				(\$2,546.00)
TECHNICAL SUPPORT				
Systems Integration Support	Fixed Fee Service SCADA Integration(s)	4	\$3,000.00	\$12,000.00
YEAR 3 SOLUTIONS AND SUPPORT SUB-TOTAL				\$326,124.00
TOTAL COST (3-YEAR TERM)				\$1,170,097.22

NOTES:

The pricing listed above does not include applicable sales tax.

Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph to Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$289,100.00 due upon execution of the Purchase Agreement.
 - b. \$316,973.22 due 15 days prior to 1st year anniversary of term start date.
 - c. \$326,124.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services will be due as follows:
 - i. 25% upon execution of the Purchase Agreement.
 - ii. 25% at the completion of the assessment/delivery.
 - iii. 25% at the completion of the test deployment.
 - iv. 25% at the completion production deployment.
5. **Expenses:** In providing the services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

CUSTOMER: City of Lubbock, TX

By _____
(Signature)

By _____
(Signature)

Mitch Bradley

(Type or print name)

(Type or print name)

Title SVP of Sales & Marketing

Title _____

Date _____

Date _____

Cartegraph Systems LLC

Addendum A - Support Services

Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

c. Support via Case Submittal or Email

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Convenient Online Resources: All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases: Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

- i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.
- ii. On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs: A Service Pack consists of lower-severity bug fixes and/or small platform updates.

- i. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
- ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

c. Hot Fixes: If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Systems LLC

Addendum B - Field Services (Fee for Service)

Cartegraph Field Services – Scope of Work

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Phase One

Setup

- Cartegraph will setup a hosted, production OMS environment. Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to sixteen (16) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation

- Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
 - Cartegraph for iPad and Cartegraph One:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)

- Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on SeeClickFix Request functionality. Training topics include:
 - Administrator functions
 - Web-Based CRM
 - Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to sixteen (16) hours, on Advanced Work functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for advanced work management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

SCADA Integration Services – Water and Wastewater Facilities

- Cartegraph will provide the following standard, uni-directional (one-way) integration service between your Wonderware system and Cartegraph. *In the event that additional or alternative functionality is desired, Cartegraph can provide an update to the scope and cost.*
 - The standard integration includes the following:
 - Cartegraph will provide the following integration points:
 - Retrieve specified alarm logs and trigger a Task creation upon receipt of a new log entry.
 - Retrieve specified asset usage log data, and associate logs to the corresponding asset to support standard OMS preventative maintenance trigger and scheduling functionality.
 - Cartegraph will provide an error logging capability to easily identify potential integration issues.
 - Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Assumptions

- The integration will include up to 12 fields (in the same Cartegraph recordset)
 - Customer staff will be responsible for populating required Tag values utilized to support integration triggers.
 - All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or Comma Delimited File
- Cartegraph will provide the following standard, uni-directional (one-way) integration service between your Wonderware system and Cartegraph. *In the event that additional or alternative functionality is desired, Cartegraph can provide an update to the scope and cost.*
 - The standard integration includes the following:
 - Cartegraph will provide the following integration points:
 - Retrieve specified alarm logs and trigger a Task creation upon receipt of a new log entry.

- Retrieve specified asset usage log data, and associate logs to the corresponding asset to support standard OMS preventative maintenance trigger and scheduling functionality.
- Cartegraph will provide an error logging capability to easily identify potential integration issues.
- Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Assumptions

- The integration will include up to 12 fields (in the same Cartegraph recordset)
- Customer staff will be responsible for populating required Tag values utilized to support integration triggers.
- All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or Comma Delimited File

Go-Live Support

- Cartegraph will provide a three-day (3-day) onsite event for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following sixty-three (63) asset types:
 - Water (8)
 - Water Backflow; Water Pump Station; Water Hydrant; Water Lateral; Water Main; Water Pump; Water Storage Tank; Water Valve
 - Storm (7)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe
 - Sewer (7)
 - Sewer Cleanout; Sewer Lift Station; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

- Water Treatment (15)
 - Up to 15 asset types to be determined during implementation.
- Power and Light (26)
 - Substation; Transformer; Circuit Breaker; Switchgear; Capacitor Bank; Reactor; Switch; Protection and Control; Battery Bank; Conductor; Distribution Transformer (Pole mount); Pole; Sectionalizing / Protective Devices; Line Compensation; Line Regulators and Step Up/Down Transformers (Pole Mount); Cable; Vault / Enclosure; Distribution Transformer; Sectionalizing / Protective Devices; Line Compensation; Line Regulators and Step Up/Down Transformers (Pad Mount); Risers; Luminaire; Power Supply; Test Equipment; Transformer in Work

Phase Two

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports

- Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
 - Cartegraph for iPad and Cartegraph One:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources

- Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer.
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on SeeClickFix Request functionality. Training topics include:
 - Administrator functions
 - Web-Based CRM
 - Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to sixteen (16) hours, on Advanced Work functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for advanced work management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide a three-day (3-day) onsite event for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

SCADA Integration Services – Water and Wastewater Facilities

- Cartegraph will provide the following standard, uni-directional (one-way) integration service between your Wonderware system and Cartegraph. *In the event that additional or alternative functionality is desired, Cartegraph can provide an update to the scope and cost.*
 - The standard integration includes the following:
 - Cartegraph will provide the following integration points:
 - Retrieve specified alarm logs and trigger a Task creation upon receipt of a new log entry.

- Retrieve specified asset usage log data, and associate logs to the corresponding asset to support standard OMS preventative maintenance trigger and scheduling functionality.
- Cartegraph will provide an error logging capability to easily identify potential integration issues.
- Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Assumptions

- The integration will include up to 12 fields (in the same Cartegraph recordset)
 - Customer staff will be responsible for populating required Tag values utilized to support integration triggers.
 - All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or Comma Delimited File
- Cartegraph will provide the following standard, uni-directional (one-way) integration service between your ICONICS system and Cartegraph. *In the event that additional or alternative functionality is desired, Cartegraph can provide an update to the scope and cost.*
 - The standard integration includes the following:
 - Cartegraph will provide the following integration points:
 - Retrieve specified alarm logs and trigger a Task creation upon receipt of a new log entry.
 - Retrieve specified asset usage log data, and associate logs to the corresponding asset to support standard OMS preventative maintenance trigger and scheduling functionality.
 - Cartegraph will provide an error logging capability to easily identify potential integration issues.
 - Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Assumptions

- The integration will include up to 12 fields (in the same Cartegraph recordset)
- Customer staff will be responsible for populating required Tag values utilized to support integration triggers.
- All data must be accessible to the Cartegraph service from a SQL DB, SQL View, or Comma Delimited File

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following fifty-one (51) asset types:
 - Street Maintenance (8)
 - Bridge; Marking; Pavement; Pavement Area; Sign; Support; Guardrail; Curb and Gutter
 - Signal (8)
 - Signal Cabinets; Signal Controllers; Signal Heads; Signal Monitors; Signal Preemption; Signal Traffic Cameras; Signal Traffic Detectors; Signalized Intersections
 - Facilities (7)
 - Facilities; Electrical Generators; Facility Lighting; Fire Protection; HVAC Equipment; Plumbing Fixtures; Roofing Systems

- Parks (13)
 - Athletic Space; Bench; Fence; Landscape Area; Park; Park Amenity; Park Structure; Playground; Playground Equipment; Tree; Aquatic Facilities; Municipal Grounds; Natural Areas
- Wastewater Treatment (15)
 - Up to 15 asset types to be determined during implementation.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a two-day (2-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Logins/Permission
 - Layers
 - Filters
 - Maps

Addendum B

- Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
 - Cartegraph for iPad and Cartegraph One:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)

- Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote train-the-trainer training, up to twelve (12) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management
- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following ten (10) asset types:
 - Parks (9)
 - Athletic Space; Bench; Fence; Landscape Area; Park; Park Amenity; Park Structure; Playground; Playground Equipment
 - Other (1)
 - Sidewalk
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.

Addendum B

- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

**ADDENDUM TO CARTEGRAPH SOLUTIONS AGREEMENT,
DATED OCTOBER, 2019**

THIS ADDENDUM is dated today', and contains terms intended to supersede and clarify the terms set forth in that certain Cartegraph Solutions Agreement, to which this Addendum is attached and incorporated by this reference.

5.4 is hereby amended to read:

5.4 Fee Increases.

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term. The City of Lubbock's next renewal term will begin at the start of subscription year 4. Cartegraph will not increase fees during the initial three-year contract term other than as identified in the three-year pricing schedule of the Purchase Agreement

Section 5.5 is hereby amended to read:

5.5 Expenses.

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Expenses will be charged according to the City of Lubbock Per diem rate. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

BY EXECUTING THIS ADDENDUM CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date _____

Customer Name: City of Lubbock, TX

By _____
(Signature)

(Type or print name)

Title _____

Date _____

**City of Lubbock, TX
RFP 19-14564-TF
Enterprise Asset Management System**

INSURANCE

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.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Other	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
<input type="checkbox"/> PROFESSIONAL LIABILITY	General Aggregate <u>\$1,000,000</u>
<input checked="" type="checkbox"/> or Technical Errors and Omissions	
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	Per Occurrence <u>\$1,000,000</u>
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	Each Occurrence \$ _____
<input type="checkbox"/> Non-Owned Autos	
EXCESS LIABILITY	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate _____
GARAGE LIABILITY	
<input checked="" type="checkbox"/> Any Auto	Auto Only - Each Accident <u>\$1,000,000</u>
<input type="checkbox"/> _____	Each Accident Aggregate _____
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs
<input type="checkbox"/> POLLUTION	
<input type="checkbox"/> CARGO	
<input checked="" type="checkbox"/> WORKERS COMPENSATION OR OCCUPATIONAL MEDICAL AND DISABILITY	<u>\$500,000</u>
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$1,000,000</u>
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.	
<input checked="" type="checkbox"/> To include products of completed operations endorsement.	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except _____	

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of the City on all coverage's. Copies of the Certificates of Insurance and all applicable endorsements are required.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for thirty (30) days' notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement **CERTIFICATE OF INSURANCE**.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
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.

**City of Lubbock, TX
Capital Project
November 1, 2022**

Capital Project Number: 8614
 Capital Project Name: Asset Management

Capital Project Number: Operations
 Capital Project Name: Information Technology

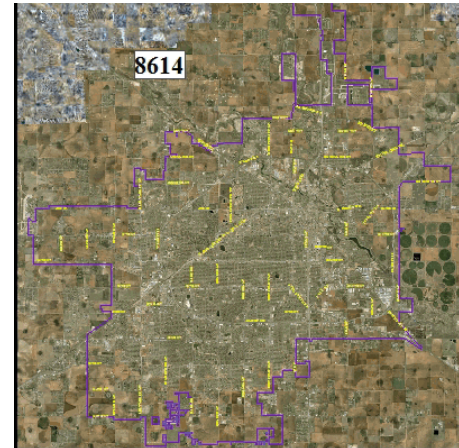
<i>Encumbered/Expended</i>	8614	Budget IT Cost Center	Total
City of Lubbock staff time	\$11,103		\$11,103
HDR Contract No 13408	199,950		199,950
HDR Amendment No. 1	158,678		158,678
Contract No. 14564 - Enterprise Asset Management System	1,170,097		1,170,097
Change Order 1 to Contract 14564	16,983		16,983
<i>Agenda Item November 1, 2022</i>			
Amendment 1 with Contract 14564 with Cartegraph	132,500	300,000	432,500
<i>Encumbered/Expended To Date</i>	1,689,311	300,000	1,989,311
<i>Estimated Costs for Remaining Appropriation</i>			
Additional Seats and Future Integrations	54,294	-	54,294
<i>Remaining Appropriation</i>	50,689	-	50,689
Total Appropriation	\$1,740,000	\$300,000	\$2,040,000

Managing Department **Public Works Engineering**

Project Manager **Mike Keenum**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

This project is intended to provide an enterprise solution for the City in order to provide a work order and asset management system for multiple departments throughout the City. Phase 1 of this project selected a consultant to help develop an Asset Management Implementation Plan. This plan assisted the City in the following:

- Provided an understanding of asset management best practices, including benchmarking.
- Conducted workshops with the staff from multiple departments to include but not limited to the Water Utility, Storm Water utility, Parks, Fleet, Facilities, Electric Utility, Public Works, Finance and IT departments to discuss asset management issues along with the City's goals and desired integration with other systems.
- Provided a gap analysis on existing asset data (GIS, work order system, etc.).
- Reviewed existing business practices, work flows, and procedures including recommendations of areas for business process improvement.
- Prepared an Asset Management Implementation Plan identifying data and business process gaps and a phased plan consisting of measures to address the gaps, implementation schedule and costs.

Phase 2 included the following:

- Evaluation of existing software systems.
- Developed Asset Management software requirements definition, including necessary integration with existing systems.
- Developed software search and selection criteria.
- Selected a software vendor, Cartegraph, to begin implementation. This project includes professional services, software, licensing, and the first year of annual maintenance for the software.

Phase 3 selected an Enterprise Asset Management Software in FY 2019 and began implementation. This will be a phased in approach for multiple departments.

Additional funding is requested to add additional departments and licenses that were not included in the initial contract discussions like Solid Waste.

Start Date: August 2017 contract with HDR

Project End Date - Design: November 2019

Project Start Date - Cartegraph Implementation: November 2019

Project End Date - Cartegraph Implementation: December 2022

Project Justification

The City of Lubbock has spent many years to identify locations and conditions of much of its infrastructure. Currently these assets remain static and do not have a standard procedure for identifying present and future maintenance needs and historical repairs performed. These assets range from water and sewer pipelines, valves, and manholes to park benches, playground equipment, air filters in city-owned facilities, and oil changes on city vehicles. A comprehensive asset management system will help the City to take a proactive approach at assessing its needs and maintenance schedules for ongoing maintenance and replacement projects. It will also provide a better mechanism to track, maintain, and schedule work for all levels of staff in order to maximize efficiency and reduce unfilled requests.

The Public Works Engineering group as well as many other city departments do not have an adequate way to track and plan the maintenance needs of all of the city infrastructure assets. As the City continues to grow, expand, and age, it is essential that it has mechanisms in place to identify the ongoing condition of its infrastructure as well as effectively plan and track routine maintenance needs in order to preserve and extend the life of its assets as long as possible.

Project History

The City of Lubbock has expended significant effort and finances to identify many of its assets in a GIS environment. This project cost is anticipated to be shared by many departmental funds.

Contract with HDR to identify asset inventories and to assist in software selection FY 2017.

Contract with Cartegraph to implement enterprise asset management in phases began FY 2020. Go-live for Phase 1 occurred in April 2021. Phase 2 kick off April 2021 with anticipated go-live January 2022.

\$200,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-00135, October 1, 2016.

\$200,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-00111, October 1, 2017.

\$1,040,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-00109, October 1, 2018.

\$300,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Design and Engineering	1,740,000	200,000	0	0	0	0	0	1,940,000
Total Project Appropriation	1,740,000	200,000	0	0	0	0	0	1,940,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
FY 2017 Water Cash	200,000	0	0	0	0	0	0	200,000
FY 2018 Water/Wastewater Cash	200,000	0	0	0	0	0	0	200,000
FY 2019 LP&L Cash	490,000	0	0	0	0	0	0	490,000
FY 2019 Water/Wastewater Cash	550,000	0	0	0	0	0	0	550,000
FY 2022 Water/Wastewater Cash	300,000	0	0	0	0	0	0	300,000
FY 2023 Water/Wastewater Cash	0	200,000	0	0	0	0	0	200,000
Total Funding Sources	1,740,000	200,000	0	0	0	0	0	1,940,000

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



AI# 11103

Regular City Council Meeting

11/01/2022:

5. 5.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 16927, an agreement with Parkhill, for remaining Construction Administration Professional Services for the Public Safety Improvements Project, Police Department Headquarters Facility.

Item Summary

This \$595,107.96 contract includes Construction Administration (CA) Professional Services related to the Police Headquarters Facility located at 1205 15th Street, Lubbock, Texas. The agreement includes remaining CA work in the amount of \$322,612.96, which includes \$11,321.98 to be used for reimbursable expenses. It will include additional professional services for the Art and Memorial design/build package located inside and outside the building, in the amount of \$272,495.00.

The term is for 275 consecutive days or the completion of the construction, whichever occurs last.

Fiscal Impact

\$595,107.96 for this contract is funded in Capital Improvement Project No. 92551, Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Darren Densford, City Architect

Attachments

Resolution Contract 16927

Contract 16927 Parkhill

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, Professional Services Agreement Contract No. 16927 for public safety improvements project - police department headquarters, by and between the City of Lubbock and Parkhill, a Texas Corporation, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

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

ccdcs/RES.PSA-No. 16927 - Parkhill
10.19.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 16927 is entered into this ____ day of _____, 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the"Architect"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Architect to provide professional services for Public Safety Improvements Project, Police Department Headquarters, (the “Activities”); and

WHEREAS, the Architect has a professional staff experienced and is qualified to provide professional Architectural services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Architect hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of two hundred seventy five (275) consecutive days or the completion of the Activities, whichever shall occur last.

ARTICLE II. SERVICES AND COMPENSATION

A. The Architect shall conduct all activities, and within such timeframes, as set forth on Exhibit “A”, attached hereto (the “Services”).

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed five hundred ninety-five thousand one hundred seven and 96/100 dollars (\$595,107.96), as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGEMENTS

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Per Claim and Annual Aggregate: \$2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: \$1,000,000

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 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 Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Architect maintains said coverage. The Architect may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Architect fails to maintain the required insurance in full force and effect, the Architect shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ARCHITECT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, 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 REASONABLE ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ARCHITECT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS 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 Architect shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Mike W. Moss – Principal-In-Charge
Parkhill
4222 85th Street
Lubbock, Texas 79423
Telephone: 806.473.2200
Email: mmoss@Parkhill.com

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

Darren Densford – City Architect
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.2275
Email: ddensford@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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this 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 Architect shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Architect's books and records with respect to this Agreement between the Architect and the City.

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

P. 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.

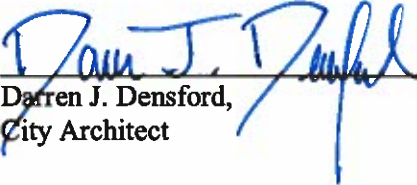
CITY OF LUBBOCK

**TRAY PAYNE,
MAYOR**

ATTEST:

**Rebecca Garza,
City Secretary**

APPROVED AS TO CONTENT:



**Darren J. Densford,
City Architect**


APPROVED AS TO FORM:



**Kelli Leisure,
Assistant City Attorney**

Firm

PARKHILL

By: 

**Mike Moss,
Principal-In-Charge
Email: mmoss@Parkhill.com**

EXHIBIT "A"

October 17, 2022

City of Lubbock
Wes Everett-Director Facilities Management
PO Box 2000
1625 13th Street
Lubbock, Texas 79457
806.775.2275

Re: Proposal/Scope for Professional Services - Police Headquarters Facility

Dear Mr. Everett:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural, Interior Design & Engineering services to The City of Lubbock (Owner) for a new Police Headquarters Facility. (Project).

This proposal is for the continuation of professional design services required to complete the City of Lubbock Police Headquarters. The previous contract number is 19-14153. The current contract has expired so it is necessary to execute a new contract through the completion of the project. The typical project phases are listed below. Phases that have been completed have been noted as such. Phases that have not been completed have been updated with a percentage complete or a scope of work adjustment to clarify what has been accomplished and what is outstanding.

Please note that a new paragraph was added to indicate the additional scope of work added to the project for engaging display space and graphics provided by Advent. The full proposal for this scope of work was dated August 21, 2022. This proposal was submitted to the City of Lubbock on August 24, 2022.

Project phases and associated services:

Programming/Scope & Budget Verification

COMPLETED

Schematic Design Phase

COMPLETED

Design Development Phase

COMPLETED

Construction Documents Phase

COMPLETED

Bidding Phase

COMPLETED

Construction Phase: Continuation of Services (approximately 60% complete)

The A/E, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed upon by the Owner and the A/E, (1) to become generally familiar with and to keep with Owner informed about the progress and the quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the means, methods and techniques, sequences, or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The A/E shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The Owner agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Owner's contract with the Contractor.

The A/E shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

The A/E shall review and certify the amounts due the Contractor and shall issue certificates for payment in such amounts in accordance with the Contract Documents.

The A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

The A/E shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving and adjustment in the contract sum or an extension of the Contract Time which are consistent with the Intent of the Contract Documents.

If, due to an error or an omission by the A/E, any required item or component of the project is omitted from the Construction Documents, the A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

THE A/E shall assist the Owner's Commissioning Agent with their Agent's commissioning activities.

The A/E shall provide a Warranty Punch List Walk-Thru at approximately eleven (11) months after the Date of Substantial Completion.

Furniture Fixtures and Equipment (FF&E)

A/E will coordinate and oversee the final installation and coordination of ship dates. A/E will conduct a punch list of FF&E items within the scope and ensure that all furniture is repaired or replaced by furniture dealers/manufacturers if necessary.

Artwork can be selected and procured using a similar process as described for FF&E services above. If needed, the Scope can be defined, and a fee can be negotiated upon Owner's request.

Advent Engaging Displays

Please refer full scope of work detailed in proposal dated August 21, 2022.

Use of A/E's Instruments of Service

Drawings, Specifications, and other Documents, including those in electronic form, prepared by the A/E and the A/E's Consultants are Instruments of Service for use solely with respect to this project. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the A/E and the A/E's Consultants.

Compensation

Remaining Contract Balance:	\$322,612.96
Remaining Reimbursable Expenses:	(included in balance above)
Advent Engaging Displays:	\$272,495.00
Total Contract Amount:	\$595,107.96

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of the Police Headquarters Facility. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By _____
Mike W. Moss
Firm Principal

By _____
Ryan A. Wilkens
Associate

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."



August 21, 2022

City of Lubbock
Wes Everett- Director Facilities Management
PO Box 2000
1625 13th St
Lubbock, TX 79457
(806) 775-2275

RE: Proposal/Scope for Professional Services – Lubbock Police Headquarters Engaging Displays

Dear Mr. Everett:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for design/build services for engaging storytelling displays to be installed in the new Lubbock Police Headquarters to The City of Lubbock (Owner).

SCOPE OF SERVICES

Based upon early concepting areas being scoped and budgeted include:

1. Main Lobby
2. Desk Office Backdrop Wall
3. Lobby Stairwell
4. Multi-purpose Room
5. Third Floor Waiting Area
6. South Stairwell Graphics

Exclusions Include the following:

1. Paint
2. Electrical Power Supplies
3. Blocking
4. Furniture, Fixtures & Equipment

DELIVERABLES

Create

A. Strategy

In this phase of the project, Advent & Parkhill will cast the vision and project strategy for the overall experience that will include establishing the visual language for expressing your story within the space.

Deliverables include the following:

1. Strategy Presentation: Advent & Parkhill will articulate the design intent and allow for discussion during the presentation that will inform the concept design development. The strategy presentation may include the following items to express the overall vision:
 - a) Inspiration Images: Inspiration images that articulate the visual tone and brand expression within the space.
 - b) Story Map: Layout of the major themes and key stories within the space.
 - c) Graphic Styles: Different graphic approaches.
 - d) Digital Strategy: Images/videos of relevant digital installations that enhance your story.
 - e) Sketches of Primary Spaces within the building.

A:\2021\5571.21\00_ADMIN\00_CONTR\05_DRAFT PROPOSALS\COL-Health_Dept_Proposal_2021.05.21.docm

B. Concept

Advent & Parkhill will define the experience for each space and the design intent for every story element within the space. One (1) revision is allotted within the Concept phase.

Deliverables include the following:

1. Initial Concepts Design Presentation: Advent & Parkhill will articulate the design intent, scope of work, story master plan and open the opportunity for discussion.
 - a) Revised Story Map
 - b) Concepts: This will include a majority of the spaces.
 - c) Sketches: Inspiration images and sketches of secondary spaces.
2. Final Concepts Design Presentation: Advent & Parkhill will articulate the design intent, scope of work, story master plan and open the opportunity for discussion.
 - a) Final Story Map
 - b) Concepts: This will include all of the spaces.
 - c) Content Guide: Advent & Parkhill will provide a document detailing the required images and copy required to execute the work developed in the concept phase.
 - d) Digital Experience Narrative: Advent & Parkhill will provide written documentation of the intended digital experiences of the project.

C. Budget

Advent & Parkhill will provide a budgetary estimate and scope of work clarification throughout the Conceptual Design process. Parkhill's and The City of Lubbock's approval of the final budget is required before moving into the Develop phase.

Deliverables include the following:

1. Presentation of pricing and scope of work.
2. Schedule of Values with a cost for each display and project services.
3. Final Pricing A final pricing document will be delivered for approval prior to fabrication.

Develop

Upon approval of the scope of work and budget, Advent & Parkhill will focus on the details and execution of the design intent.

If at any point the scope of work changes, additional services fees will be mutually agreed upon and a change order will be signed by both parties.

Deliverables include the following:

- A. Integration: Electrical requests, structural blocking requests, and details to allow integration with the construction team. This deliverable date may vary depending on schedule and level of integration required
- B. Content Assimilation: Advent & Parkhill will work with Lubbock's appointed person to procure content.

All content assimilation will need to be finalized before Advent begins the Realization phase; this content includes, but is not limited to, the following: all written content, photos, and confirmed memorabilia dimensions and locations.

C. Production Documents

Advent will have a production document review with Parkhill and Lubbock to ensure coordination with all parties involved in the project. One round of revisions on this document set is included:

1. Floor plans
2. Elevations
3. Material finishes

4. Display/element dimensions, construction and mounting details
5. Final Art and Copy documentation and layout

D. Digital Experiences

1. Wireframes: A visual guide that defines the functionality and scope of the digital experiences.
2. User Interface Designs: High fidelity mockups of the final software application or GUI (graphical user interface). These mockups are directly informed by the layouts established in the wireframes.
3. Motion Graphics: 2D or 3D rendered animations that are used for resting states and call-to-actions in the digital experience.
4. Digital Content Guide: In preparation for development of the digital experience, Advent will provide a content matrix detailing the required content, data, and media that will be imported into the content management system.

Implement

A. Fabrication + Field Supervision

After approval of the Production Documents, Advent will move into building the brand displays and printing graphic elements. A field survey of the site will be performed by Advent to ensure that each custom piece fits the space. During the construction phases, Advent will be on-site at key points to coordinate with all parties involved.

Advent will provide physical samples for the primary displays for Parkhill's and Lubbock's approval.

B. Installation

Advent will have a Field Supervisor on-site to manage the installation of each fabricated display. Deliverables include the following:

1. Punch List (if needed)
2. As-Builts & Close Out Documentation

C. Stabilization + Support

For digital experiences, Advent will actively monitor and ensure stability and quality of provided software solutions for a period of 90 days immediately following the installation. In addition, Advent will respond to any hardware issues during this period of 90 days immediately following the installation. The specific parameters of support will adhere to the signed SLA agreement. Individual hardware warranty information will be provided in the project close out documentation.

COMPENSATION

Please see attached Fee Summary Sheet (Exhibit B).

Our fee for the Scope of Services described above will be based on a lump sum amount of \$266,745.00 and will be billed on a percentage complete method. Refer to Attachment 'B' for fee sheet.

Reimbursable expenses are anticipated to be \$5,750.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement and will consider receipt of the executed document as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of the Public Health Facility. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

CITY OF LUBBOCK (Owner)

By 
Kreg Robertson, AIA
Firm Principal

Accepted By: _____

Title: _____

By 
Ryan A. Wilkens, AIA
Sr. Associate

Date: _____

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

Exhibit B

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: July 1, 2022

Prepared By: RAW
Principal: MWM
Project Manager: RAW

Project Name: LPD Headquarters Advent Integration
Project Number: 8715.18
Task/Discipline: _____
Projected Start Date: Immediately

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: _____
Markup on Reimbursables: _____

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$16,745

Direct Consultants: \$250,000

Direct Expenses: _____

Reimbursable Consultants: \$5,750

Reimbursable Expenses: _____

Total Fee: \$272,495

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$16,745

Directs: \$250,000

Subtotal: \$266,745

Reimburables: \$5,750

Total Fee: \$272,495

City of Lubbock, TX
Capital Project Cost Detail
October 25, 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	
<i>Encumbered/Expended</i>							
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	3,360	685,820	315,919	299,114	-	-	1,304,213
PSC Contract #14153	1,489,676	-	-	-	-	-	1,489,676
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	70,568	-	-	-	-	-	70,568
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	317,378	77,447	77,679	77,918	-	13,298	563,720
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	-	-	-	-	-	249,070	249,070
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
Lee Lewis Contract #15202 Amendment #2	-	-	-	-	-	158,838	158,838
RSA Contract #14190 Amendment 3	-	-	-	-	-	(8,279)	(8,279)
FF&E Ergoflex Systems, Inc. PO 10025811	293,542	-	-	-	-	-	293,542
FF&E Officewise PO 10025812	770,263	-	-	-	-	-	770,263
FF&E 1st Class Solutions PO 10025814	464,022	-	-	-	-	-	464,022
<i>Agenda Items November 01, 2022</i>							
Parkhill Contract #16927	595,108	-	-	-	-	-	595,108
Encumbered/Expended To Date	19,951,375	7,102,461	6,937,702	7,047,715	622,315	5,581,995	47,243,562

Estimated Costs for Remaining Appropriation
 Communications, Technology, Move, FFE, etc. 8,638,438
Remaining Appropriation 8,638,438
Total Appropriation \$ 55,882,000



AI# 11110

Regular City Council Meeting

11/01/2022:

5. 6.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order 25101489, with ADB Safegate Americas, LLC, for Airfield Lighting Systems at the Lubbock Preston Smith International Airport.

Item Summary

ADB Safegate Americas, LLC, specializes in the design and manufacture of transportation and infrastructure lighting solutions, and they offer systems using LED technologies that have made dramatic improvements in energy efficiency and reliability. ADB Safegate Americas, LLC, products installed at the airport are exclusive to ADB Safegate Americas, LLC, and are not interchangeable with parts from other manufacturers.

The cost of 22 airfield replacement Location and Directional Lighted Signs is \$68,867.55. A sole source procurement is exempt from competitive bidding pursuant to Texas Local Government Code 252.022 (a)(7)(A).

Airport staff and the Airport Advisory Board recommend purchasing airfield Location and Directional Lighted Signs at the Lubbock Preston Smith International Airport (LPSIA) from ADB Safegate Americas, LLC from Columbus, Ohio.

Fiscal Impact

This purchase is funded in the FY 2022-23 LPSIA Operating Budget.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution ADB Safegate
Purchase Order ADB Safegate

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25101489/PUR16933 by and between the City of Lubbock and ADB SafeGate Americas, LLC for the purchase of Airfield Lighting Systems at the Lubbock Preston Smith International Airport, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney



PURCHASE ORDER

Page - 1 of 2
 Date - 10/21/2022
 Order Number 25101489 000 OP
 Branch/Plant 4613

TO: ADB SAFEGATE AMERICAS, LLC
 977 GAHANNA PARKWAY
 COLUMBUS OH 43230

SHIP TO: CITY OF LUBBOCK
 LUBBOCK PRESTON SMITH
 INTERNATIONAL AIRPORT
 5401 N. MARTIN L KING BLVD
 LUBBOCK TX 79403

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

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/21/2022 Freight
 Requested 11/3/2022 Taken By D HEATH
 Delivery PER C FARINA REQ 59447 SOLE SOURCE/PUR 16933

If you have any questions please feel free to reach out to Charles Farina at 8067752036 or CFarina@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
L858,LED,SZ2,4M,DBL-F,6P,P-L,W	4.000	4,493.3900	EA	17,973.56	11/3/2022
/SW,2-T SR24-7263220					
L858,LED,SZ2,3M,DBL-F,4P,P-L,W	3.000	3,530.8400	EA	10,592.52	11/3/2022
/SW,2-T SR23-7243220					
L858,LED,SZ2,3M,SGL-F,4P,P-L,W	5.000	3,102.6100	EA	15,513.05	11/3/2022
/SW,2-TE SR23-7143220					
L858,LED,SZ2,2M,SF,2P,P-L,W/SW	7.000	2,321.3100	EA	16,249.17	11/3/2022
IT SR22-7123210					
L858,LED,SZ2,1M,DBL-F,2P,P-L,W	3.000	1,726.9500	EA	5,180.85	11/3/2022
/SW,1-TE SR21-7223210					
ISOL TX L830-18 150W 6.6/6.6	4.000	161.1700	EA	644.68	11/3/2022
60HZ 35A0650					
ISOL TX 100W 6.6:6.6 L-830-4	15.000	119.3400	EA	1,790.10	11/3/2022
IST100666010					
ISOL TX 65W 6.6:6.6 L-830-3	3.000	107.1600	EA	321.48	11/3/2022
IST065666010					



PURCHASE ORDER

Page - 2 of 2
Date - 10/21/2022
Order Number 25101489 000 OP
Branch/Plant 4613

TO: ADB SAFEGATE AMERICAS, LLC
977 GAHANNA PARKWAY
COLUMBUS OH 43230

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/21/2022 Freight
Requested 11/3/2022 Taken By D HEATH
Delivery PER C FARINA REQ 59447 SOLE SOURCE/ 6

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: CONN PRIMARYCOMPLETE KIT#8, 22.000, 27.3700, EA, 602.14, 11/3/2022

L823 11805-01 70A0012/CK

Total Order

Terms NET 30 DAYS 68,867.55

This purchase order encumbers funds in the amount of \$68,867.55 awarded to ADB SafeGate Americas, LLC. of Columbus, OH, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 27, 2022, from ADB SafeGate Americas, LLC. of Columbus, OH, as a Sole Source.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the price of the items shall be reduced to the Seller's current price on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.** Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
29. **Texas Government Code Section 2252.908** requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information>
30. **No Boycott of Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. **No Boycott of Energy Companies.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. **No Boycott of a Firearm Entity or Firearm Trade Association.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.** Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: pr@ci.lubbock.tx.us Please send this request to this email address for it to be processed



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 977 Gahanna Parkway
 Columbus, OH 43230

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Sold-To-Party: 1002653
 CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 PO BOX 2000
 LUBBOCK TX 79457
Cust.Tax ID: 1-75-600059
Contact Person: RAYMOND ARMENTA
Phone: 806-241-9490

Ship-To-Party: 2002257
 CITY OF LUBBOCK (LBB)
 Raymond Trejo
 LUBBOCK INT'L AIRPORT
 5900 N. Walnut St.
 LUBBOCK TX 79403
Cust.Tax ID: 1-75-600059
Contact Person: KIRBY HURTA

Header Information			
Project No.:	LED SIGNS	Terms of Delivery:	EXW - PLANT
Quote No.:	20032236	Terms of Payment:	Credit Card Payment
Quote Date:	September 27, 2022	FOB:	Origin
Airport Code:	LBB-LUBBOCK PRESTON SMITH INTL	Valid From:	September 27, 2022
ADB Contact Person:	Wilson Degeo	Valid To:	December 15, 2022

Pay Item	Line	Part No./ Description	Quantity/UoM	Unit Price	Amount
	100	SR24-7263220 L858,LED,SZ2,4M,DBL-F,6P, P-L,W/SW,2-T	4 EA	4,493.39	17,973.56
	200	SR23-7243220 L858,LED,SZ2,3M,DBL-F,4P, P-L,W/SW,,2-T	3 EA	3,530.84	10,592.52
	300	SR23-7143220 L858,LED,SZ2,3M,SGL-F,4P, P-L,W/SW,2-TE	5 EA	3,102.61	15,513.05
	400	SR22-7123210 L858,LED,SZ2,2M,SF,2P,P-L W/SW,1T	7 EA	2,321.31	16,249.17
	500	SR21-7223210 L858,LED,SZ2,1M,DBL-F,2P,P-L,W/SW,1-TE	3 EA	1,726.95	5,180.85
	600	35A0650 ISOL TX L830-18 150W 6.6/6.6 60HZ	4 EA	161.17	644.68
	700	1ST100666010 ISOL TX 100W 6.6:6.6 L-830-4	15 EA	119.34	1,790.10
	800	1ST065666010 ISOL TX 65W 6.6:6.6 L-830-3	3 EA	107.16	321.48



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900	70A0012/CK	22	EA	27.37	602.14	
CONN PRIMARYCOMPLETE KIT#8 L823 11805-01						
					Quote Total:	68,867.55
					Final Quote Amount (USD):	68,867.55
Additional Notes:						
ADB SAFEGATE PAYS FREIGHT ON ORDERS OVER \$3500.00 IN CONTENENTAL US						
ADB SAFEGATE MINIMUM ORDER: \$150.00						
TAX NOT INCLUDED --IF APPLICABLE						
We accept Visa, Master card and American Express. N30 accounts available upon approval.						
<small>RESERVATION CLAUSE: Purchaser acknowledges that ADB SAFEGATE Americas is required to comply with export applicable laws and regulations relating to the sale, exportation ,transfer ,assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB SAFEGATE Americas of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB SAFEGATE Americas HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.</small>						
To Reorder Call:		800-545-4157	ADB SAFEGATE			



Quote Confirmation

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Terms of Sale for Goods and Services Attachment: A

(Revised 07/13/2021)

All references herein to "Seller" or "ADB Safegate" refer to ADB Safegate Americas, LLC.
All references herein to currency, "\$", or dollars refer to US Dollars.

1. ACCEPTANCE OF ORDERS: Seller's published prices and quotations are solicitations for offers to purchase. No order shall be binding upon seller until accepted in writing by seller at its headquarters office. The issuing of submittal data or materials shall not be deemed to constitute acceptance of an order. Orders accepted by seller based on its quotation do not imply or guarantee that such equipment conforms precisely to the Buyer's "plans and specifications." Terms of this Terms and Conditions of Sale will apply to orders accepted, regardless of terms stated on purchase order received. Seller's acceptance of the Buyer's order is conditioned upon the Buyer's assent to the terms and conditions set forth herein and shall be deemed a part of such order. No modified or additional conditions will be accepted by Seller unless specifically agreed to in writing. Seller's failure to object to such modified or additional provision contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of the conditions as defined herein or an acceptance of any such modified or additional conditions proposed by the Buyer. No order accepted by Seller may be altered or modified by the Buyer unless agreed to by Seller in writing.

2. PRICES: Orders, except orders on hold or orders with deferred ship dates, will be invoiced at the price in effect at the acceptance of the order. Orders on hold will be invoiced with the price in effect at the release date. Deferred orders will be invoiced with the price in effect at the ship date. Orders on a bid or contract basis are not subject to this clause. The minimum order is \$150.00 net. Any order below \$150.00 net will be invoiced at \$150.00 net. Minimum quantities may apply on some products. The Seller's prices include the costs of standard domestic packing only. Due to the volatility in commodity pricing, ADB SAFEGATE may incur surcharges from its vendors to cover fluctuations in raw material pricing. This quotation does not include these surcharges and ADB SAFEGATE reserves the right to add these surcharges, if incurred, to this quotation. Your understanding in this situation is appreciated.

3. TERMS OF PAYMENT: (a) Subject to Seller's credit approval of Buyer and unless otherwise stated, invoice payment terms are net 30 days from date of invoice. Seller may, in its sole discretion, request payment out of an irrevocable, negotiable Letter of Credit, confirmed by either a major US bank or a Schedule I Canadian bank with Seller's prior approval. The Letter of Credit shall not preclude partial shipments. Unless otherwise agreed to in writing, all payments shall be in United States Dollars, and a pro rata payment shall become due as each shipment is made or upon receipt of invoice for Services provided. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes. (b) On late payments, the contract price shall, without prejudice to Seller's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law. (c) If at any time in Seller's judgment Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to commencing or continuing manufacture or making shipment or performing services, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances. (d) Except for Services performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer and at the Seller's option, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller's compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith. (e) Upon default in payment the contract price shall be increased by all costs related to collection and by reasonable attorney fees. (f) Should the parties agree to transact in a non-US currency pursuant to this Section 3(a), all references to specific amounts in United States Dollars in these terms and conditions shall also mean an equivalent value in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: Credit cards will be accepted at the time of order from the purchaser. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to the credit card fee of 2.5% of the total purchase price.

4. WARRANTY FOR GOODS AND SERVICES: Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of non-conformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer's equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.

Buyer's exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair or replace (at Seller's option) the nonconforming item and any affected part of the goods provided by Seller.

Standard Product Guarantee for ADB Safegate Manufactured Products: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of two (2) years from Seller's shipment of the goods. Lamps are excluded from this guarantee.

Product Guarantee for FAA Certified ADB Safegate Manufactured Products: FAA Certified LED products (with the exception of obstruction lights) are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of four (4) years from date of installation per FAA Engineering Brief 67 (applicable edition). FAA Certified products must be installed, interfaced, and powered with and through components certified under the FAA Airfield Lighting Equipment Certification Program (ALECP) FAA AC 150/5345-53 (applicable edition) to be included in this four (4) year warranty. This includes, but is not limited to, interface with components such as base cans, isolation transformers, connectors, wiring, and constant current regulators. FAA Certified products installed, interfaced, and powered with and through system components that are not FAA certified are covered by the two (2) year Standard Product Guarantee stated above.

Pass-Through Warranties: Seller agrees to pass through to Buyer any warranties given by its third party vendors in connection with hardware, software, or other products or services used by Seller to provide the products or services to the extent permitted by the terms and conditions of such warranties.

Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period of time specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment, and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times in order for Seller to determine any nonconformity in the goods or services. It is understood and agreed that, unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account. THIS IS SELLER'S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or non-conformities from any cause.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

Buyer and successors of Buyer are limited to the remedies specified in this Article 2 and shall have no others for nonconformity in the goods and services. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, operating documentation, installations, or non-conformities from any cause. (g) Unless otherwise provided in this Contract, the fees for this Software license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

5. PATENTS: Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, as applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (i) the use of software or software documentation, (ii) compliance with Buyer's specifications, (iii) the combination with, or modification of, the goods after delivery by Seller, (iv) the use of the goods, or any part thereof, in the practice of a process, or (v) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

6. PERFORMANCE AND DELAYS: It is the Seller's desire to attempt to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated damages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond



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977 Gahanna Parkway
Columbus, OH 43230

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Fax: +1 (614) 864 2069

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its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

7. SHIPMENT, TITLE, RESPONSIBILITY AND RISK OF LOSS: Unless otherwise agreed in writing by the Seller, Section 7 shall set forth the terms for shipment, title, responsibility and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Unless otherwise agreed upon, Seller will select method of transportation, route of shipment, and carrier of choice. Seller will be responsible for claims related to loss or damage if Seller is responsible for transportation cost. Title of the goods shall be dictated first by contract, second by purchase order; and third by any other agreed upon terms documented and agreed upon by the Seller and Buyer. For international shipments, title of the goods shall be dictated first by contract; second by Letter of Credit (if applicable); third by purchase order; and fourth any other agreed upon terms documented and agreed upon by Seller and Buyer. Risk and Responsibility, as they relate to international shipments, shall be dictated by INCO Terms 2010. Seller and Buyer shall agree upon INCO Term 2010 prior to shipment of any kind. All international shipment cost responsibilities associated with Incoterms: Return Material Authorizations (RMAs); incorrect order placement; material management errors are to be passed by the Management of the Seller and Buyer (e.g. Delivery Duty Paid versus Duty Drawback). Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the carrier and/or receiving warehouse. All claims for loss, damage and delay in transit are to be handled by the paying party of the transportation cost regardless of a domestic or international sale. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Freight will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding \$3,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of \$3,500 net or more, freight will be allowed to the port of departure/landing (sea or air) from the Continental United States. Shipments destined for Alaska or Hawaii will be subject to a prorated transportation cost. Domestic shipments requiring redirection of product not initially known on the purchase order may be subject to a redirect fee that will be passed onto Buyer. Redirect costs are typically \$75-\$125. No "paid by Seller" freight will be allowed for shipments at the Buyer's request under \$3,500 net. For all other domestic shipments less than \$3500, freight terms are FOB factory/Ex-Factory/Ex-Works [EXW] (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. ADB SAFEGATE reserves the right to recognize revenue 30 days after date of notification to the Buyer that purchased material is ready for collection (e.g. EXW).

8. RETURN OF MATERIALS: Material may be returned for credit only upon the prior authorization of ADB SAFEGATE. All materials authorized for return must be sent to ADB SAFEGATE freight prepaid. Materials returned to ADB SAFEGATE are subject to a 20% restocking charge.

9. SYSTEM ACCEPTANCE BY CUSTOMER: Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment and shall specify any nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

10. TAXES: Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

11. NONCANCELLATION: Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

12. LIMITATION OF LIABILITY: NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE CONTRACT PRICE. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HERE-UNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. GOVERNING LAW AND CONSENT TO JURISDICTION: Seller and Buyer agree that these Terms and Conditions of Sale are governed by and shall be construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable in Ohio. The parties agree that any dispute in connection with these Terms and Conditions of Sale will be resolved by a Court sitting in Columbus, Ohio. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions of Sale.

14. CHOICE OF LANGUAGE: The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as any other documents relating to these Terms and Conditions of Sale, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement. Las partes confirman que es su deseo expreso que los términos y condiciones de ventas, así como los Documentos relacionados a estos términos y condiciones de ventas, incluyendo avisos, programaciones y autorizaciones, han sido y deberán continuar siendo en el idioma Inglés.

Signature _____ Date _____



AI# 11101

Regular City Council Meeting

11/01/2022:

5. 7.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31069794, with Kenloch Equipment & Supply, Inc., for two street sweepers for the Streets Department.

Item Summary

Purchase Order 31069794 is for 2 Elgin Eagle Broom street sweepers with Dual Side Brooms, from Kenloch Equipment & Supply Inc., from Pasadena, Texas. These new sweepers will replace a 2010 street sweeper and a 2011 street sweeper that have exceeded their useful lives.

Each street sweeper has a Unit Cost of \$352,635, and the total cost of both street sweepers is \$705,270.

This purchase is made in accordance with Sourcewell Contract 093021-ELG. Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31069794 for \$705,270 is funded in Capital Improvement Project 92782.9220.40000, Storm Water Vehicle Replacement FY 2022-23.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Dominic Esperat, Director of Fleet Operations

Attachments

Resolution

Purchase Order 31069794

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31069794 in accordance with Sourcewell Contract 093021-ELG for the purchase of two Elgin Eagle street sweepers, by and between the City of Lubbock and Kinloch Equipment & Supply, Inc. of Pasadena, Texas and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/18/2022
Order Number 31069794 000 OP
Branch/Plant 3526

TO: KINLOCH EQUIPMENT & SUPPLY INC
3320 PASADENA BLVD
PASADENA TX 77503

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/18/2022 Freight
Requested 12/18/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 59456 PUR 16926/ Sourcewell Contract #093021-ELG

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Elgin Eagle Street Sweepers, 2.000, 352,635.0000, EA, 705,270.00, 12/18/2023

Total Order

Terms NET DUE ON RECEIPT 705,270.00

This purchase order encumbers funds in the amount of \$705,270.00 awarded to Kinloch Equipment & Supply Inc of Pasadena, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated September 23, 2022, from Kinloch Equipment & Supply Inc of Pasadena, TX and Sourcewell Contract #093021-ELG.

Resolution # _____

CITY OF LUBBOCK

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or subcontract the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.** Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. **Texas Government Code.** Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information>
30. **No Boycott of Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. **No Boycott of Energy Companies.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. **No Boycott of a Firearm Entity or Firearm Trade Association.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.** Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: pr@my.lubbock.us. Please send this request to this email address for it to be processed

Presents a Sourcewell Proposal Summary

of the



Eagle

Eagle Broom Street Sweeper with Dual Side Brooms

For



PRODUCT DESCRIPTION

· Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cubic yard hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Two-stage dry type with restriction indicator (at engine) and precleaner
- Broom side, in-cab reversable, 46 "steel vertical digger 5 segment
- Broom side, pneumatic floating suspension, pneumatic deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Conveyor, cleated belt, adjustable height
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, rubber
- Electric backup alarm
- Engine, sweeper, diesel, tier 4 FINAL, 74 HP
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up visual/audible indicator
- Hopper, variable high dump, 38" -10'
- Hopper lift, dual scissors, 10,000 lbs.
- Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
- Hydraulic oil level gauge and in-cab level light
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom left, right, and main broom (3)
- Manuals, operator and parts
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Reflectors, set of 2
- Sweep resume / raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- AM/FM/CD Radio
- Right and Left Hand Heated and Remote-Controlled Mirrors
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Sidebroom Segments
- Single Wrap Polypropylene Main Broom- Disposable
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Cummins Operators Manual
- Cummins Troubleshooting Manual

ADDITIONAL FEATURES

- MY2024 Freightliner M-2 Chassis with Dual Steering
- (1) Spare Chassis Key
- Extended Sidebroom Reach Right Hand
- Hydraulic Control Sidebrooms

- Sidebroom Tilt Option Right Hand Including Indicator
- Sidebroom Tilt Option Left Hand Including Indicator
- Conveyor Rubber Belt
- Carbide Single Row Dirt Shoes
- Air Purge for Water System
- Hydraulic Temperature Shutdown
- (1) Extra Key - Auxiliary Engine
- Package A: LED Stop/Tail/Turn Lights
- Package B: Rear Mounted Arrowstick
- Three (3) LED Worklights
- 2 1/2 Lb. Fire Extinguisher

Total Sourcewell Cooperative Contract Price Each F.O.B. Lubbock, TX:	\$352,635.00
Quantity:	2
Total Sourcewell Cooperative Contract Price F.O.B. Lubbock, TX:	\$705,270.00

Product Model: EAGLE

Proposal Date: 9/23/2022

Quote Number: 2022-49770

Price List Date: 9/23/2022

P.O. Number: _____

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Lubbock Sourcewell Member # 25001.
2. Price quoted herein is firm until 11.30.22.
3. Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering, and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

SIGNED BY:

Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

City of Lubbock, TX
Budget Summary
November 1, 2022

Capital Project Number:	92782
Capital Project Name:	<u>Storm Water Fund Vehicle Replacement FY 22-23</u>

	<u>Budget</u>
<i>Encumbered/Expended</i>	\$ -

<i>Agenda Item November 01, 2022</i>	
Two (2) Elgin Eagle Street Sweepers (6512)	705,270
<i>Encumbered/Expended To Date</i>	<u>705,270</u>

<i>Estimated Costs for Remaining Appropriation</i>	
Vehicles and Equipment	29,621
<i>Remaining Appropriation</i>	<u>29,621</u>
 Total Appropriation	 <u><u>\$ 734,891</u></u>



AI# 11083

Regular City Council Meeting

11/01/2022:

5. 8.

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing and approving the Parks, Recreation, and Open Spaces Master Plan completed by Halff Associates, Inc., as recommended by the City of Lubbock Parks and Recreation Advisory Board.

Item Summary

The FY 2020 budget appropriated funding for the Parks, Recreation, and Open Spaces Master Plan. On April 13, 2021, the City Council approved a Professional Services Agreement with Halff Associates, Inc., for the creation of the Parks, Recreation, and Open Spaces Master Plan.

The master plan is a comprehensive, long-range strategy for the creation, optimization, and maintenance of a community's assets. It doesn't focus on one particular park, but instead offers a bird's-eye view of a community's parks and recreation landscape, both today and beyond. It examines the parks and recreation assets' ability to meet the needs of the community, and outlines steps for closing the gap between current capabilities and those needs. The vision of this plan is to help the Parks and Recreation Department provide a high-quality park system that has achieved a balance between preserving ecological function, while enhancing the City's built environment with beautiful urban green spaces that enrich the lives of its citizens and visitors alike.

In an effort to gather as much citizen input as possible, the Parks and Recreation Department, along with the assistance of Halff and Associates, Inc., organized and facilitated numerous open house and community meetings. In addition, a website was constructed specifically for the Master Plan, which provided citizens with information regarding the Plan, as well as six separate online surveys which were available in both English and Spanish. Paper versions were also available. A total of 5,519 surveys were completed over the course of 2 months. These surveys covered the topics of Community Needs, Planning and Development, Aquatics, Indoor Recreation, Sports and Athletics, and Golf.

This citizen-driven plan was approved by the Parks and Recreation Advisory Board on Monday, October 24, 2022. The plan will enhance the Department's chances of being awarded grants through the Texas Parks and Wildlife Department, as well as allowing the Department to begin its journey toward the National Recreation and Park Association's Commission for Accreditation of Park and Recreation Agencies (CAPRA).

A copy of the full-version of the Master Plan document is available in the City Secretary's Office. A digital version of the Executive Summary, as well as the full-version of the Master Plan, is available on the Parks and Recreation website at www.playlubbock.com.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Director of Parks and Recreation
City of Lubbock Parks and Recreation Advisory Board

Attachments

Resolution
Park Board Minutes - 10/24/22

RESOLUTION

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

THAT the City Council hereby approves and adopts the Parks, Recreation, and Open Space Master Plan (“Master Plan”) as recommended by the City of Lubbock Parks and Recreation Advisory Board on October 24, 2022, with such Master Plan becoming effective upon the approval of this resolution. Said Master Plan 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:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

**Minutes
Parks and Recreation Board Meeting
City of Lubbock Parks and Recreation
October 24, 2022**

Park Board Members Present:

Chris Lonngren, Brent Hodges, Daniel Bunye, Margarita Olivarez, Bil Anderson, William Pasewark

Park Board Members Absent: Jeff Lansdell, Gwen Titus

Staff Present:

Brooke Witcher, Assistant City Manager
Colby VanGundy, Parks and Recreation Director
Ben Perry, Parks and Recreation Assistant Director
Sandra Vasquez, Management Assistant
Kalee Robinson, Park Programming Coordinator
Savannah Hogan, Administrative Assistant

Item 1: Call to Order:

- At 12:01 p.m., Chris Lonngren, called the meeting to order

Item 2: Citizen Comments - None

Item 3: Approval of Minutes:

- Daniel Bunye made a motion to approve the minutes of the September 26, 2022 regular meeting with one correction
- Margarita Olivarez seconded the motion
- Unanimous vote to pass with one correction

5. Work Session:

Item 5.1 Presentation - Adopt A Park Update – Colby VanGundy, Parks and Recreation Director

- Brief overview of four adopt a park applications
- Daniel Bunye made a motion for approval
- Margarita Olivarez seconded the motion
- Unanimous vote to pass

4. Action Items:

Item 4.1 Park Board approval of the Parks, Recreation and Open Spaces Master Plan - Colby VanGundy, Parks and Recreation Director

- Discussed Master Plan timeline
- Going to City Council on November 1, 2022 for consideration
- Discussed how the Executive Summary will help with goal of plan
- Resources, grants, and consultants were also discussed
- Brent Hodges made a motion to pass
- Bil Anderson seconded the motion
- Unanimous vote to pass

Adjourn:

With no further discussion, the meeting adjourned at 12:51 p.m.

Attest,
Sandra Vasquez, Management Assistant

Chris Lonngren, Chair



AI# 11090

Regular City Council Meeting

11/01/2022:

5. 9.

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to accept eGrant Award No. 4015401, on behalf of the City of Lubbock, from the Texas Homeland Security Grant Division, Office of the Governor.

Item Summary

The Texas Homeland Security Grants Division (HSGD) of the Governor's Office supports local and regional efforts to prevent terrorism and other catastrophic events, and to prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The purpose is to support state, tribal, and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a connection to terrorism exists.

In alignment with this directive, an eGrant application was submitted for funds to replace a hand held detector identifying solid and liquid chemicals, with a new generation system for the Hazmat Team. The State of Texas approved the submission and now awaits formal acknowledgment of acceptance of award for release of funds.

Fiscal Impact

The Texas HSGD eGrant Award is \$68,516.33. No match is required.

Staff/Board Recommending

Anthony Fogerson, Fire Chief

Attachments

Resolution - eGrant Award

Award Notification

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 apply for, accept, reject, alter, or terminate, on behalf of the City of Lubbock, an eGrant award # 4015401 from the Office of the Governor's Texas Homeland Security Grant Division for FY 2022, in the amount of \$68,516.33, to be used for HazMat Sustainment, which eGrant and any associated documents are made a part hereof for all intents and purposes, with the understanding that in the event of loss or misuse of grant funds, the City of Lubbock will return all funds to the Office of the Governor.

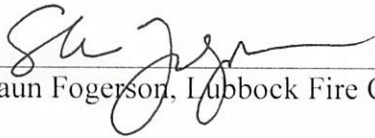
Passed by the City Council on _____.

Tray Payne, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Shaun Fogerson, Lubbock Fire Chief

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in cursive script that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4015401	Award Amount:	\$68,516.33
Date Awarded:	3/28/2022	Grantee Cash Match:	\$0.00
Grant Period:	03/01/2022 - 12/31/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	03/31/2023	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$68,516.33
Grantee Name:	Lubbock, City of		
Project Title:	Hazmat Sustainment		
Grant Manager:	Daniel Delgado		
Unique Entity Identifier (UEI):	LXDNEKWRVKJ6		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/4/2020
Federal/State Award ID Number:	EMW-2020-SS-00054
Total Federal Award/State	\$98,320,229.00



AI# 11095

Regular City Council Meeting

11/01/2022:

5. 10.

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the attorneys for the City of Lubbock, acting by and through Lubbock Power & Light, in the event a Stipulation and/or Settlement Agreement, whether unanimous or non-unanimous, is reached in the future, to execute a Stipulation and/or Settlement, whether unanimous or non-unanimous, within the parameters set forth in the resolution, resolving all issues related to and regarding the contested case styled Application of City of Lubbock, acting by and through Lubbock Power & Light, for Authority to Connect the Remaining Portion of its Load with the Electric Reliability Council of Texas and for Approval of Settlement Agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.

Item Summary

Currently, approximately 30% of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light (“LP&L”) is served with wholesale power delivered through the Southwest Power Pool Regional Transmission Organization (“SPP”). The other 70% of LP&L’s load has been integrated into the Electric Reliability Council of Texas (“ERCOT”).

On or about May 27, 2021, the Electric Utility Board, by resolution No. EUB 2021-R0038, determined that the customers of LP&L would be best served by a migration of LP&L’s remaining load (the “Remaining Load”) from SPP to ERCOT and authorized the Director of Electric Utilities to execute or cause to be executed, any and all pleadings and other filings to cause the migration of the Remaining Load from SPP to ERCOT. Further, on or about May 27, 2021, the Electric Utility Board and the City Council of the City of Lubbock, by resolutions No. EUB 2021-R0039 and 2021-R0201, respectively, approved that certain Settlement Agreement (“Settlement Agreement”) by and between Southwestern Public Service Company and LP&L, which stated that the Settlement Agreement would not become effective unless and until it is approved by the Public Utility Commission of Texas (“PUC”), and the parties agreed to request approval of the Settlement Agreement as part of the migration of the Remaining Load to ERCOT.

On April 27, 2022, LP&L filed its Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Authority to Connect the Remaining Portion of its Load with the Electric Reliability Council of Texas and for approval of Settlement Agreement with the PUC to address both the Remaining Load and the Settlement Agreement, which is proceeding under PUC Docket No. 53529 (the “PUC Proceeding”).

Multiple parties have intervened in the PUC Proceeding, including Southwestern Public Service, the Office of Public Utility Counsel, Texas Industrial Energy Consumers, the Electric Reliability Council of Texas, Golden Spread Electric Cooperative, Inc., and the Alliance for Retail Markets (collectively, “Intervenors”). The PUC Staff is also participating in the PUC Proceeding. Currently, settlement negotiations are ongoing between Intervenors, LP&L, and PUC Staff.

This resolution authorizes LP&L’s outside counsel to enter into a Stipulation and/or Settlement

Agreement regarding this matter, whether unanimous or non-unanimous, so long as certain conditions are met. Those conditions are as follows:

1. The Stipulation and/or Settlement permits the Remaining Load to migrate to ERCOT no later than June 15, 2023, and no further payments or hold harmless provisions are required of LP&L for this transition.
2. The Stipulation and/or Settlement states that the migration of the Remaining Load into ERCOT is in the public interest.
3. The Stipulation and/or Settlement does not change, alter, or otherwise modify the Settlement Agreement by and between Southwestern Public Service Company and LP&L, dated May 27, 2021.
4. The Stipulation and/or Settlement states that the Settlement Agreement by and between Southwestern Public Service Company and LP&L dated May 27, 2021, is reasonable and in the public interest.
5. The Stipulation and/or Settlement is approved in substance by the Director of Electric Utilities and in form by the General Counsel of LP&L.

Fiscal Impact

In anticipation of the full integration to ERCOT, LP&L and SPS agreed to terminate the Purchased Power Agreement (PPA) and the Transmission Letter Agreement. Under the terms of the Settlement Agreement, LP&L intends to pay a lump sum, totaling \$77.5 million in accordance with the agreement, to SPS as negotiated compensation for power and transmission-related shifted costs under the PPA.

Staff/Board Recommending

Joe Ivy, Director of Electric Utilities

Attachments

City Council Resolution - Remaining Load Parameters

EUB Resolution - Remaining Load Parameters

RESOLUTION

WHEREAS, approximately 30% of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light (“LP&L”) is currently served with wholesale power delivered through the Southwest Power Pool Regional Transmission Organization (“SPP”);

WHEREAS, approximately 70% of LP&L’s load has been integrated into the Electric Reliability Council of Texas (“ERCOT”);

WHEREAS, on or about May 27, 2021, the Electric Utility Board, by resolution No. EUB 2021-R0038, determined that the customers of LP&L would be best served by a migration of LP&L’s remaining load (the “Remaining Load”) from SPP to ERCOT and authorized the Director of Electric Utilities to execute or cause to be executed any and all pleadings and other filings to cause the migration of the Remaining Load from SPP to ERCOT;

WHEREAS, on or about May 27, 2021, the Electric Utility Board and the City Council of the City of Lubbock, by resolutions No. EUB 2021-R0039 and 2021-R0201, respectively, approved that certain Settlement Agreement (“Settlement Agreement”) by and between Southwestern Public Service Company and LP&L, which stated that the Settlement Agreement would not become effective unless and until it is approved by the Public Utility Commission of Texas (“PUC”), and the parties agreed to request approval of the Settlement Agreement as part of the migration of the Remaining Load to ERCOT;

WHEREAS, on or about April 27, 2022, LP&L filed its Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Authority to Connect the Remaining Portion of its Load with the Electric Reliability Council of Texas and for approval of Settlement Agreement with the PUC to address both the Remaining Load and the Settlement Agreement, which is proceeding under PUC Docket No. 53529 (the “PUC Proceeding”);

WHEREAS, several parties have intervened in the PUC Proceeding, including Southwestern Public Service, the Office of Public Utility Counsel, Texas Industrial Energy Consumers, the Electric Reliability Council of Texas, Golden Spread Electric Cooperative, Inc., and the Alliance for Retail Markets (collectively, “Intervenors”);

WHEREAS, the Staff of the PUC is also participating in the PUC Proceeding (“PUC Staff”);

WHEREAS, PUC Staff, Intervenors, and LP&L have and continue to engage in good faith settlement negotiations that are ongoing related to the PUC Proceeding;

WHEREAS, the City Council of the City of Lubbock desires to authorize LP&L’s outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., to resolve,

settle, and compromise the PUC Proceedings upon the terms and conditions stated below to expedite the approval of the PUC Proceeding; NOW, THEREFORE:

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

THAT LP&L's outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., are authorized and directed to execute a Stipulation and/or Settlement (herein so called), whether unanimous or non-unanimous, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, settling and resolving the PUC Proceeding, upon all of the following terms and conditions:

1. The Stipulation and/or Settlement permits the Remaining Load to migrate to ERCOT no later than June 15, 2023, and no further payments or hold harmless provisions are required of LP&L for this transition.
2. The Stipulation and/or Settlement states that the migration of the Remaining Load into ERCOT is in the public interest.
3. The Stipulation and/or Settlement does not change, alter, or otherwise modify the Settlement Agreement by and between Southwestern Public Service Company and LP&L dated May 27, 2021.
4. The Stipulation and/or Settlement states that the Settlement Agreement by and between Southwestern Public Service Company and LP&L dated May 27, 2021, is reasonable and in the public interest.
5. The Stipulation and/or Settlement is approved in substance by the Director of Electric Utilities and in form by the General Counsel of LP&L.

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

THAT LP&L's outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., are further authorized and directed to file or cause to be filed any such Stipulation and/or Settlement with the PUC to resolve the PUC Proceeding in PUC Docket No. 53529.

Passed by the City Council of the City of Lubbock this 1st day of November, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, Board Secretary

APPROVED AS TO CONTENT:



Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, approximately 30% of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light (“LP&L”) is currently served with wholesale power delivered through the Southwest Power Pool Regional Transmission Organization (“SPP”);

WHEREAS, approximately 70% of LP&L’s load has been integrated into the Electric Reliability Council of Texas (“ERCOT”);

WHEREAS, on or about May 27, 2021, the Electric Utility Board, by resolution No. EUB 2021-R0038, determined that the customers of LP&L would be best served by a migration of LP&L’s remaining load (the “Remaining Load”) from SPP to ERCOT and authorized the Director of Electric Utilities to execute or cause to be executed any and all pleadings and other filings to cause the migration of the Remaining Load from SPP to ERCOT;

WHEREAS, on or about May 27, 2021, the Electric Utility Board and the City Council of the City of Lubbock, by resolutions No. EUB 2021-R0039 and 2021-R0201, respectively, approved that certain Settlement Agreement (“Settlement Agreement”) by and between Southwestern Public Service Company and LP&L, which stated that the Settlement Agreement would not become effective unless and until it is approved by the Public Utility Commission of Texas (“PUC”), and the parties agreed to request approval of the Settlement Agreement as part of the migration of the Remaining Load to ERCOT;

WHEREAS, on or about April 27, 2022, LP&L filed its Application of the City of Lubbock, acting by and through Lubbock Power & Light, for Authority to Connect the Remaining Portion of its Load with the Electric Reliability Council of Texas and for approval of Settlement Agreement with the PUC to address both the Remaining Load and the Settlement Agreement, which is proceeding under PUC Docket No. 53529 (the “PUC Proceeding”);

WHEREAS, several parties have intervened in the PUC Proceeding, including Southwestern Public Service, the Office of Public Utility Counsel, Texas Industrial Energy Consumers, the Electric Reliability Council of Texas, Golden Spread Electric Cooperative, Inc., and the Alliance for Retail Markets (collectively, “Intervenors”);

WHEREAS, the Staff of the PUC is also participating in the PUC Proceeding (“PUC Staff”);

WHEREAS, PUC Staff, Intervenors, and LP&L have and continue to engage in good faith settlement negotiations that are ongoing related to the PUC Proceeding;

WHEREAS, the Electric Utility Board of the City of Lubbock desires to authorize LP&L’s outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., to

resolve, settle, and compromise the PUC Proceedings upon the terms and conditions stated below to expedite the approval of the PUC Proceeding; NOW, THEREFORE:

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

THAT LP&L's outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., are authorized and directed to execute a Stipulation and/or Settlement (herein so called), whether unanimous or non-unanimous, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, settling and resolving the PUC Proceeding, upon all of the following terms and conditions:

1. The Stipulation and/or Settlement permits the Remaining Load to migrate to ERCOT no later than June 15, 2023, and no further payments or hold harmless provisions are required of LP&L for this transition.
2. The Stipulation and/or Settlement states that the migration of the Remaining Load into ERCOT is in the public interest.
3. The Stipulation and/or Settlement does not change, alter, or otherwise modify the Settlement Agreement by and between Southwestern Public Service Company and LP&L dated May 27, 2021.
4. The Stipulation and/or Settlement states that the Settlement Agreement by and between Southwestern Public Service Company and LP&L dated May 27, 2021, is reasonable and in the public interest.
5. The Stipulation and/or Settlement is approved in substance by the Director of Electric Utilities and in form by the General Counsel of LP&L.

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

THAT LP&L's outside attorneys, Lloyd Gosselink Rochelle & Townsend P.C., are further authorized and directed to file or cause to be filed any such Stipulation and/or Settlement with the PUC to resolve the PUC Proceeding in PUC Docket No. 53529.

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

THAT this resolution shall be null and void if the City Council of the City of Lubbock does not approve a similar resolution outlining the parameters described above within sixty (60) days of this resolution.

Passed by the Electric Utility Board this 18th day of October, 2022.

DAN ODOM
Dan Odom, Chairman

ATTEST:

Gwen Stafford
Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy
Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith
Jenny Smith, LP&L General Counsel



AI# 11070

Regular City Council Meeting

11/01/2022:

5. 11.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-000154, for Zone Case 3047-BB, a request of Seventeen Services LLC for Edge Concepts, for a zone change from Central Business District (CB-3) and Garden Office (GO) to Garden Office (GO) at 4511 through 4531 114th Street, located south of 114th Street and west of Quaker Avenue, Vintage Office Park Addition, Tracts C through M.

Item Summary

On October 25, 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 October 6, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 3047-BB

Staff Report 3047-BB

Documentation 3047-BB

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. 3047-BB; A ZONING CHANGE FROM CB-3 AND GO TO GO ZONING DISTRICT AT 4511 THROUGH 4531 114TH STREET, LOCATED SOUTH OF 114TH STREET AND WEST OF QUAKER AVENUE, VINTAGE OFFICE PARK ADDITION, TRACTS C THROUGH M, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3047-BB

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 **CB-3 and GO** to **GO** zoning district at **4511 through 4531 114th Street, located south of 114th Street and west of Quaker Avenue, Vintage Office Park Addition, Tracts C through M, 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 _____.

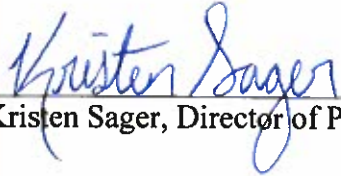
Passed by the City Council on second reading on _____.

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/ZC3047-BB
October 6, 2022

Intent Statements

The intent of the current CB-3 zoning is “...to provide realistic, modern standards for new development and encourage renewal and revitalization of existing development.”

The intent of the current and proposed 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. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts.”

Traffic Network/Infrastructure Impacts

The location is south of 114th Street, which is designated as a Minor Arterial and west of Quaker Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volumes needs of local traffic 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 Residential Low Density. Although the proposed zone change to GO would not be consistent with the Future Land Use Plan, GO is appropriate in this location, as it provides a buffer between commercial districts and residential districts.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located between commercial property and residential property, which is an appropriate location for GO.

Suitability of Property for Allowed Uses

The property is suitable for the uses allowed in the GO district. Additional infrastructure improvements will be necessary, as the property does not have road access at this time.

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
806-775-2109

VEscamilla@mylubbock.us

Allowable Uses: Garden Office (GO)

Transportation: The proposed development has no point of access, but is along 114th Street and Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue, <i>Principal Arterial, Completed</i>	R.O.W. 120 feet, six-lane, undivided, paved	R.O.W. 120 feet, six-lane, undivided, paved
114 th Street, <i>Minor Arterial, Not Completed</i>	R.O.W. 120 feet, two-lane, divided, paved	R.O.W. 120 feet, 5-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

District 4

- 5.3 **Zone Case 3047-BB** Seventeen Services LLC for Edge Concepts Request for a zone change from Central Business District (CB-3) and Garden Office (GO) to Garden Office (GO) at:
- 4511 through 4531 114th Street, located south of 114th Street and west of Quaker Avenue, Vintage Office Park Addition, Tracts C through M.

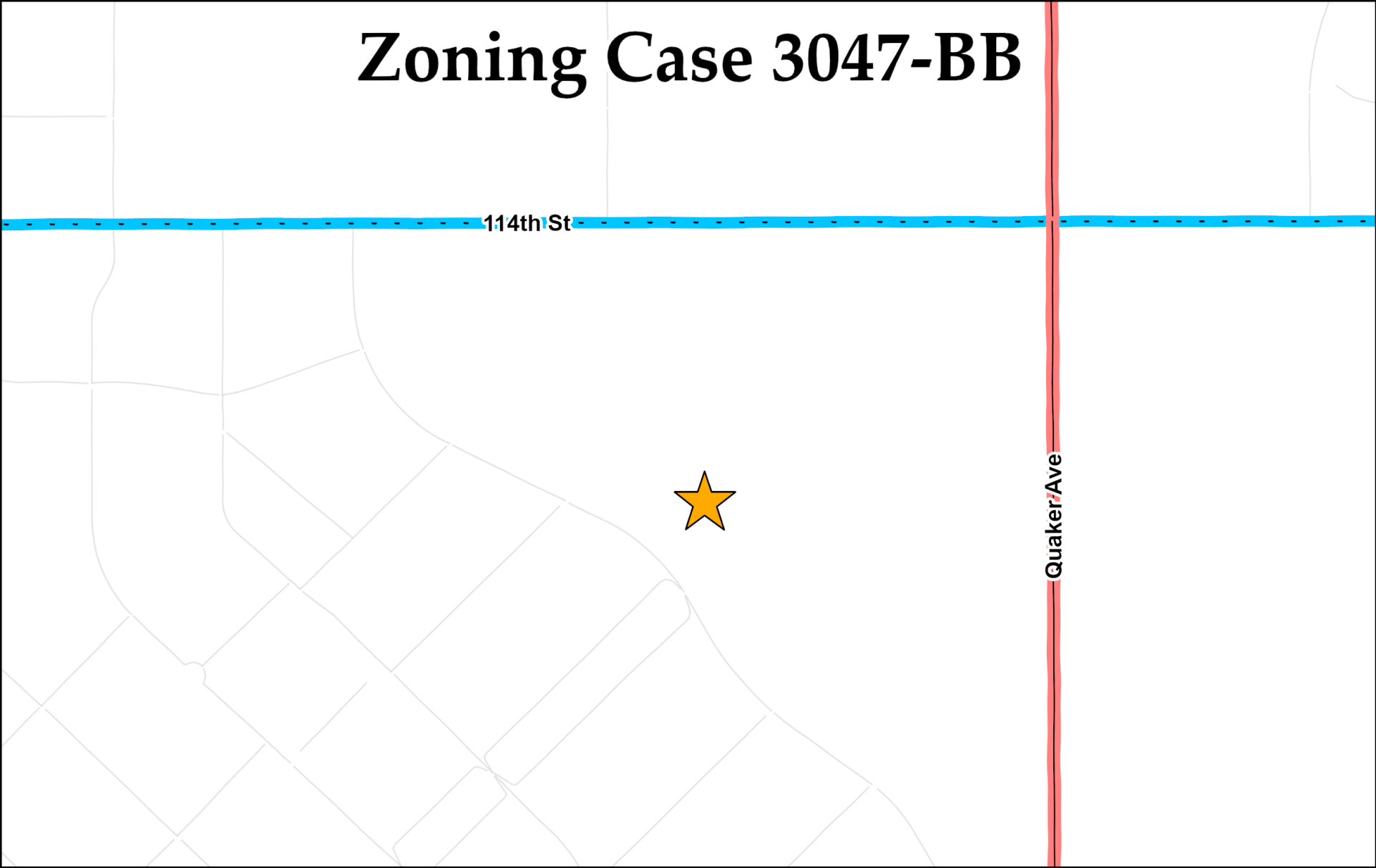
PLANNER GREG HERNANDEZ stated there were fourteen (14) notifications sent out with two (2) returned in favor. Staff shared the location of the property including pictures, maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT TYLER GENTRY, Seventeen Services, LLC was available for questions but did not speak.

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

In the matter of **Zone Case 3047-BB**, a motion was made by **TANNER NOBLE**, and seconded by **JAMES BELL** to approve the request and the Commission members voted 9 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3047-BB



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










North
South
East
West

Date Exported: September 2022

PZC Mailout Notifications Received



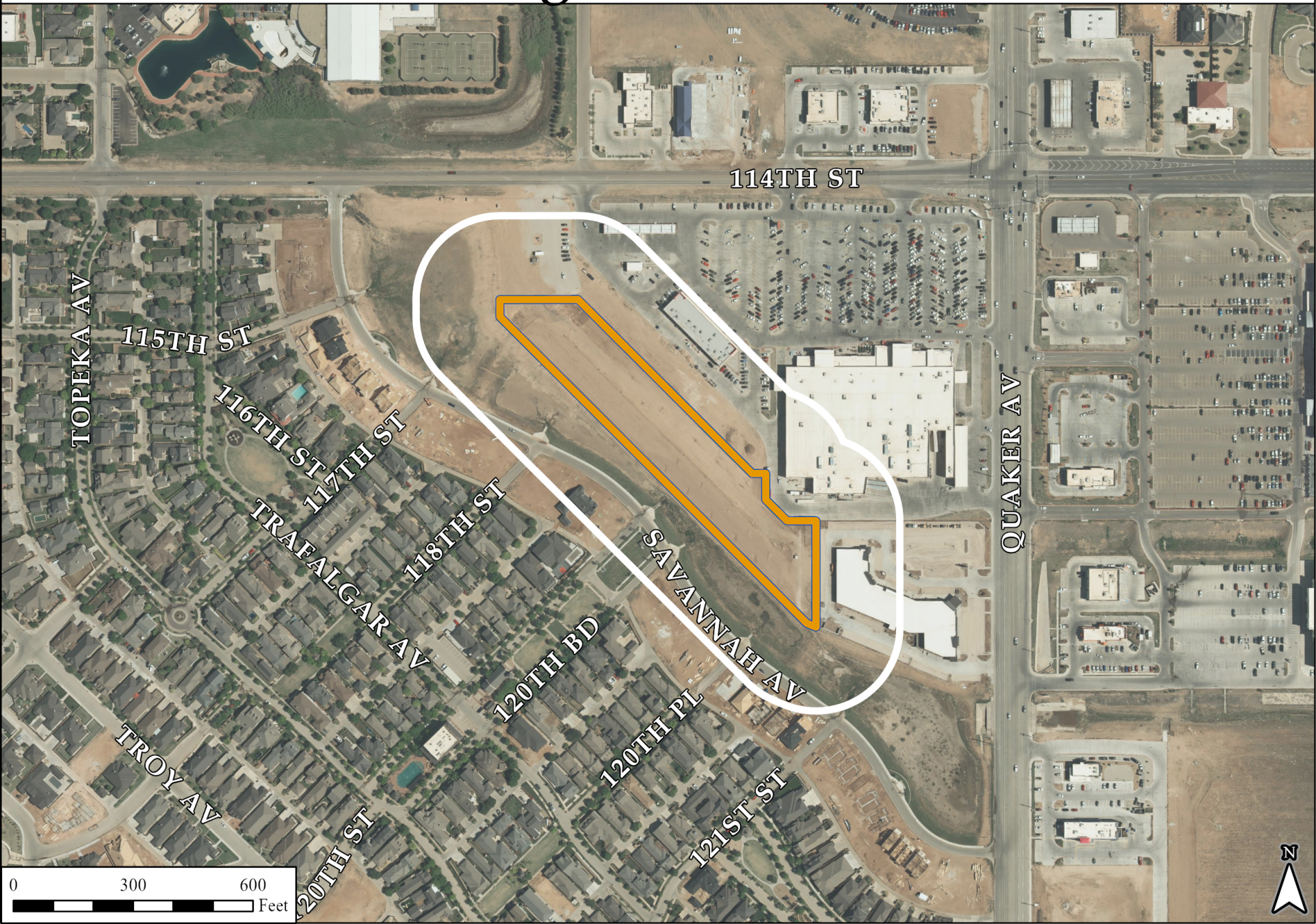
Legend

-  MailoutInfo3047_BB
-  LocatorPnt3047_BB
-  LocatorPnt3047_BB
-  MailoutBuffer3047_BB
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed
-  LCAD.DBO.TaxParcel

Created by Planning Department
Date: 9/29/2022

0 155 310 620 Feet

Zoning Case 3047-BB



114TH ST

TOPEKA AV

115TH ST

116TH ST

117TH ST

118TH ST

TRAFALGAR AV

SAVANNAH AV

120TH BD

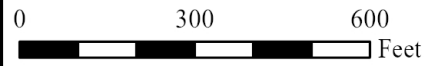
120TH PL

121ST ST

QUAKER AV

TROY AV

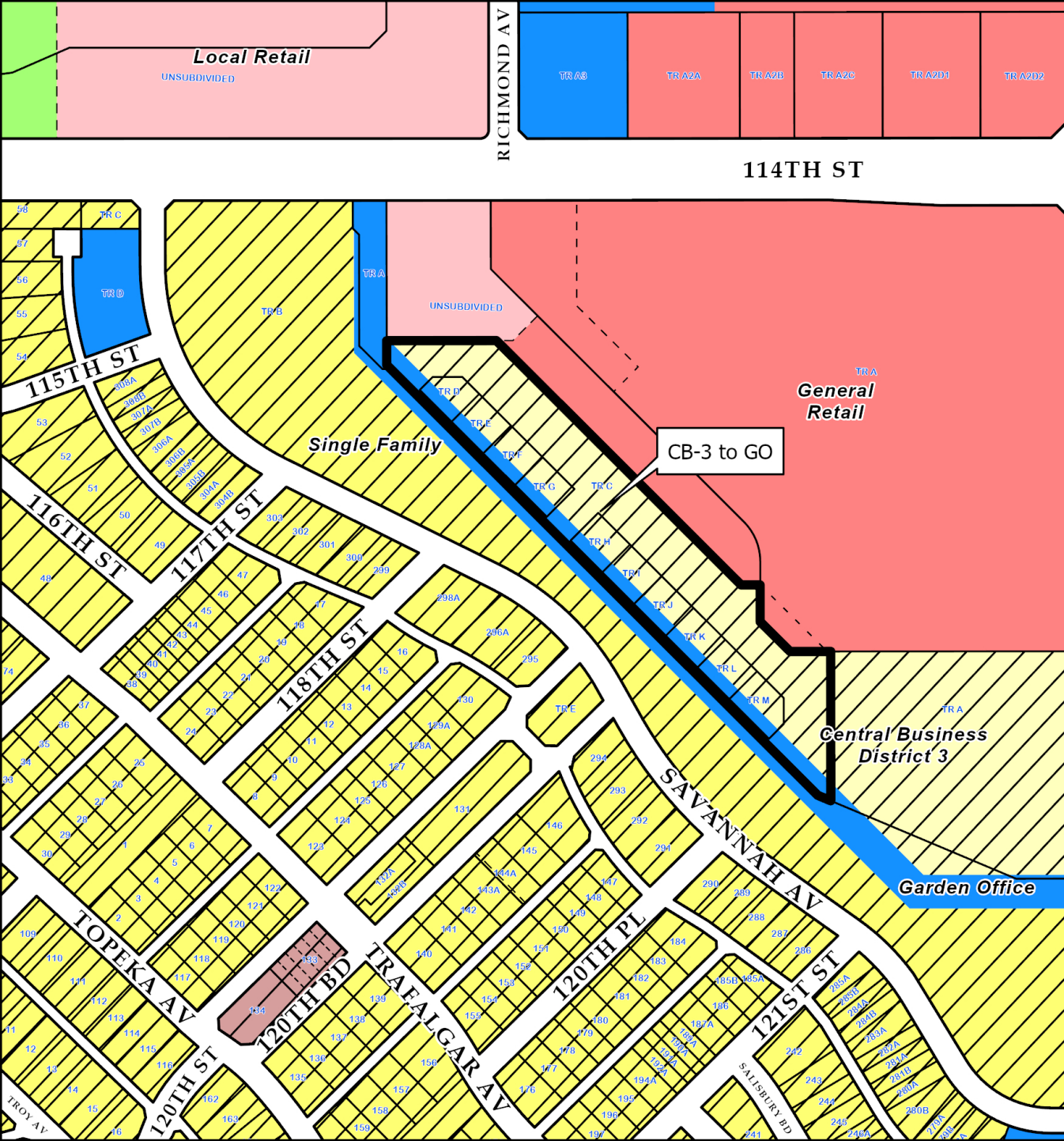
120TH ST



Current Zoning

3047-BB

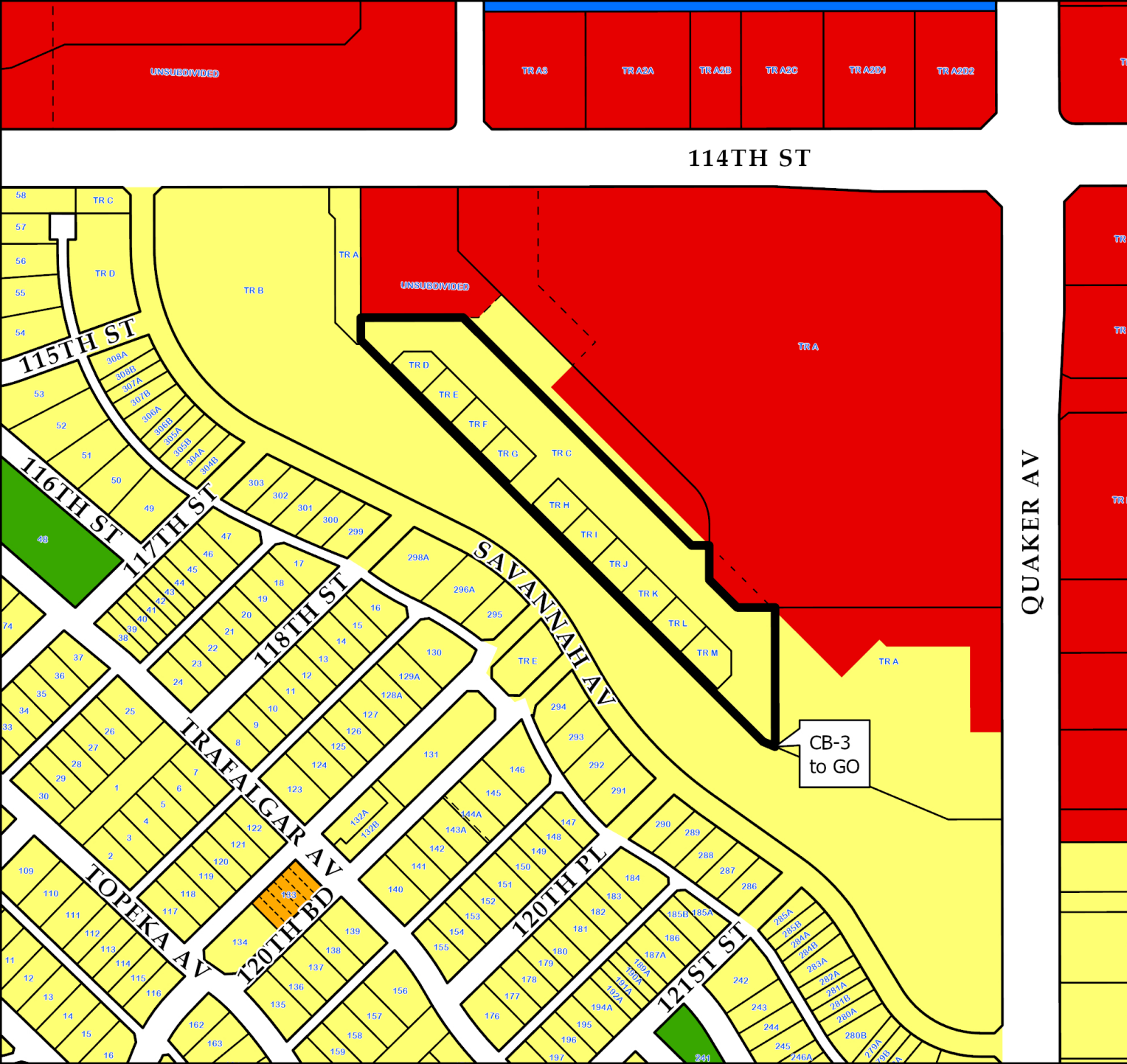
Zoning Districts



- High Density Apartment
- Local Retail
- General Retail
- General Retail Specific Use
- Central Business District 2 Specific Use
- Central Business District 3 Specific Use
- Garden Office
- Single Family Specific Use
- Transitional



Future Land Use Plan Case 3047-BB



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



3047-BB



Subject property. View to the west.



View to the south.



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: 4511-4531 114th St. Vintage Office Park
 Lots/Tracts: C-M
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: 3.88783
 Existing Land Use: _____ Existing Zoning: CB-3
 Requested Zoning: GO
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC
 Name: Ismael Rivera
 Address: 1500 Broadway Ave Suite 203 City: Lubbock State: TX
 ZIP Code: 79401 Telephone: 806-787-8533 Email: ismael@17services.com
 Applicant's Signature: *Ismael Rivera*
 Date: 08-23-2022 Printed Name: Ismael Rivera

Owner Information

Firm Name: Edge Concepts
 Owner: Roger Billingsley
 Address: 10210 Frankford Ave 110 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-697-0033 Email: RogerB@edgeconceptsonline.com
 Property Owner's Signature: *Roger Billingsley*
 Date: _____ Printed Name: Roger Billingsley

Preparer Information

Preparer's Signature: *Ismael Rivera*
 Date: 08-23-2022 Printed Name: Ismael Rivera

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.: **3047-BB**

In Favor

Opposed

Reasons and/or Comments:

Print Name Brady Collier

Signature: 

Address: 6502 Slide Rd Ste 200 Lubbock, Tx 79424

Address of Property Owned: BLKEZ SEC 23 AB 271 L 6 of TRA AC: 1.209

Phone Number: 8064417460

Email: brady@wheelhouse.texas.com

Zone Case Number: **3047-BB** R327918 Recipient 13 of 14
DEEP CREEK OIL TOOLS LLC
6502 SLIDE RD # 206
LUBBOCK TX 79424

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.: **3047-BB**

In Favor

Opposed

Reasons and/or Comments:

General Use

Print Name BRADY COLLIER
Signature: *Brady Collier*
Address: 6502 Slide Rd 200 Lubbock TX 79424
Address of Property Owned: 1.2 Acres on 114th
Phone Number: 806-441-7460
Email: brady@wheelhouse-texas.com

Zone Case Number: **3047-BB**

R331262

Recipient 2 of 14

WH LBK 118TH & QUAKER LP

6502 SLIDE RD

LUBBOCK TX 79424



AI# 11072

Regular City Council Meeting

11/01/2022:

5. 12.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-000156, for Zone Case 2538-EE, a request of AMD Engineering, LLC for South Plains Electric Cooperative, Inc., for a zone change from Single-Family District (R-1) to Commercial District (C-4) at 7714 and 7702 32nd Street, located north of 32nd Street, between Alcove Avenue and Yuma Avenue, Alcove Park Addition, Tract A, and on 10.78 acres of unplatted land out of Block AK, Section 42, Tract C8.

Item Summary

On October 25, 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 October 6, 2022, and recommended approval of the request by a vote of 8-1-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 2538-EE

Staff Report 2538-EE

Documentation 2538-EE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-EE; A ZONING CHANGE FROM R-1 TO C-4 ZONING DISTRICT AT 7714 AND 7702 32ND STREET, LOCATED NORTH OF 32ND STREET, BETWEEN ALCOVE AVENUE AND YUMA AVENUE, ALCOVE PARK ADDITION, TRACT A AND ON 10.78 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, TRACT C8, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 2538-EE

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 to C-4 zoning district at **7714 and 7702 32nd Street, located north of 32nd Street, between Alcove Avenue and Yuma Avenue, Alcove Park Addition, Tract A and on 10.78 acres of unplatted land out of Block AK, Section 42, Tract C8, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

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/ZC2538-EE
October 6, 2022



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

METES AND BOUNDS DESCRIPTION of a 14.78 acre tract of land located in Section 42, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 14.78 Acre tract, whence the southwest corner of Section 42, Block AK bears N 88° 03' 09" W, a distance of 55.00 feet and S 01° 58' 08" W, a distance of 888.49 feet;

THENCE N 01° 58' 08" E an approximate distance of 468.09 feet;

THENCE S 88° 10' 54" E an approximate distance of 1377.62 feet;

THENCE S 01° 58' 32" W an approximate distance of 303.93 feet;

THENCE S 05° 58' 34" W an approximate distance of 149.97 feet;

THENCE S 47° 04' 09" W an approximate distance of 21.24 feet;

THENCE N 88° 09' 59" W an approximate distance of 1352.06 feet; to the Point of Beginning and containing approximately 14.78 acres.

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

Prepared for: South Plains Electric Co-Op, Inc.
September 1, 2022

Staff Report	Zone Case 2538-EE
City Council Meeting	October 25, 2022

Applicant AMD Engineering, LLC

Property Owner South Plains Electric Cooperative, Inc.

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: The subject property was annexed and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from T to Single-Family District (R-1).
- October 6, 2022, Zone Case 2538-EE: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) to Commercial District (C-4) by a vote of 8-1-0.

Notification Summary

- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The east 3.99 acres of the subject property was platted as Alcove Park Addition, Tract A on April 20th, 2011 and is developed with an electric utilities plant. The west 10.78 acres out of Block AK, Section 42 of the subject property, remains unplatted and vacant.

Adjacent Property Development

The property to the south is zoned Commercial District (C-4) and Light Manufacturing District (M-1) and is developed with a warehouse and office. The property to the west is zoned R-1 and remains vacant. The property to the north is zoned C-4 and R-1 and is developed with a homestead. The property to the east is zoned R-1 Specific Use and is developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7714 and 7702 32nd Street and is located north of 32nd Street, between Alcove Avenue and Yuma Avenue. The applicant requests a zone change from R-1 to C-4.

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

Requested zoning: Commercial District (C-4)

Intent Statements

The intent of the current R-1 zoning is, “...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a “quality environment” for the residents of the district and city.”

The intent of the proposed C-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 proposed rezoning location will be along Alcove Avenue, 32nd Street and Yuma Avenue. Alcove Avenue is designated as Principal Arterial and 32nd Street and Yuma Avenue are designated as Local Streets by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Local Streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for "Low Density Residential" land uses. While the proposed zone change to C-4 is not consistent with this designation, it is appropriate in this location next to other commercial zonings that are already established. This property also fronts onto Alcove Avenue, which is a Principal Arterial, making this request in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and may need additional public improvements to support the intensity of uses described in the C-4 zoning district, as a portion of the property is currently unplatted.

Attachments

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

Staff Contacts

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

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

Allowable Uses: [Commercial District \(C-4\)](#)

Transportation: The proposed development has points of access from Alcove Avenue, 32nd Street and Yuma Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Alcove Avenue, Principal Arterial (Modified), Partially Completed	R.O.W. 25 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
32 nd Street, Local Street, Completed	R.O.W 27 feet, two-lane, undivided, not paved	R.O.W 52 feet, two-lane, undivided, paved
Yuma Avenue, Local Street, Partially Completed	R.O.W 56 feet, two-lane, undivided, paved	R.O.W 52 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

District 6

5.5 **Zone Case 2538-EE** AMD Engineering, LLC for South Plains Electric Cooperative, Inc. Request for a zone change from Single-Family District (R-1) to Commercial District (C-4) at:

- 7714 and 7702 32nd Street, located north of 32nd Street, between Alcove Avenue and Yuma Avenue, Alcove Park Addition, Tract A and on 10.78 acres of unplatted land out of Block AK, Section 42, Tract C8.

PLANNER ASHLEY PADILLA stated there were twenty-four (24) notifications sent out with zero (0) returned. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

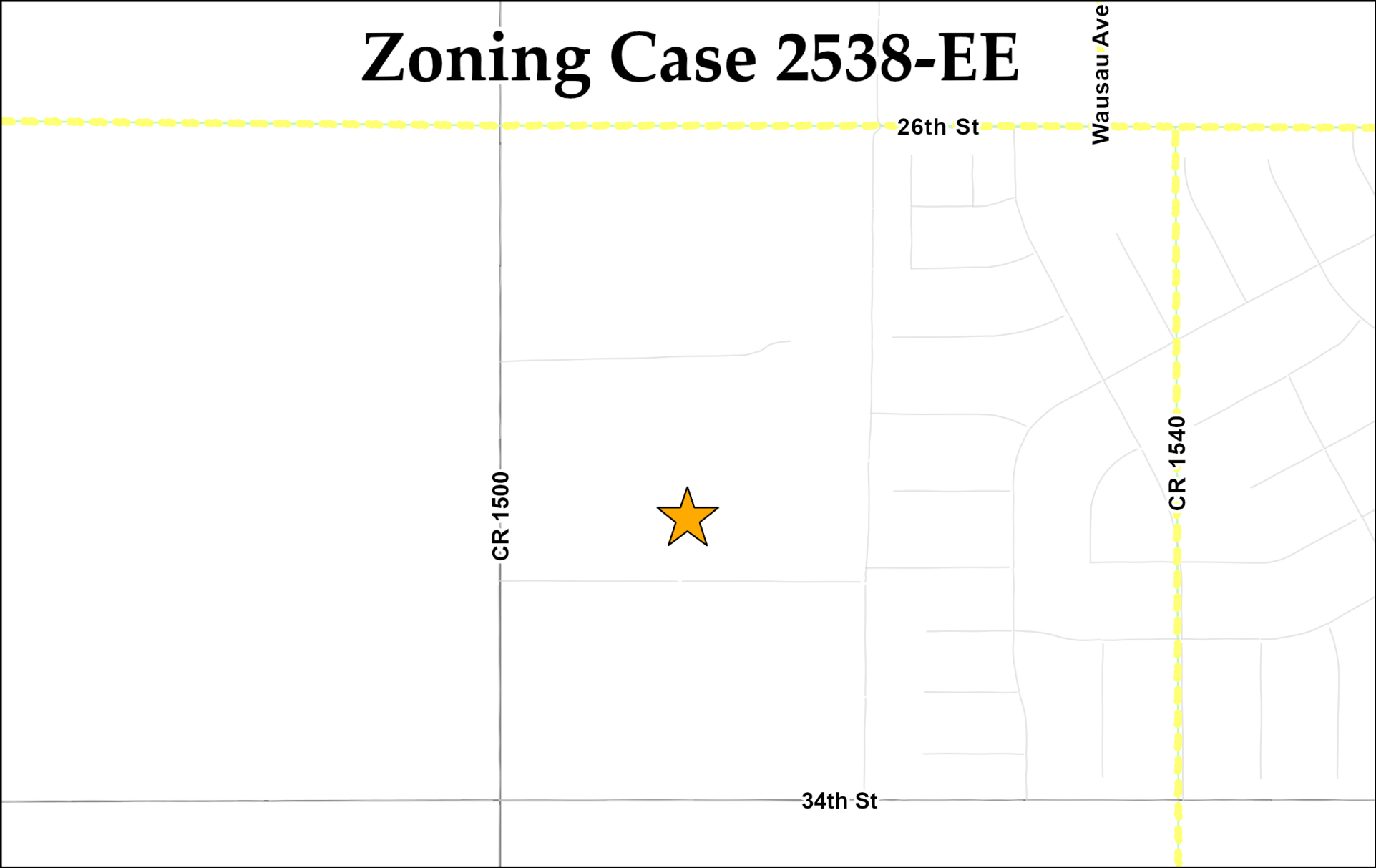
APPLICANT TYLER APPLE, AMD Engineering, 6515 68th Street, said they plan to build a warehouse and office for storage.

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

In the matter of **Zone Case 2538-EE**, a motion was made by **TANNER NOBLE** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

JAMES BELL cast the vote in opposition.

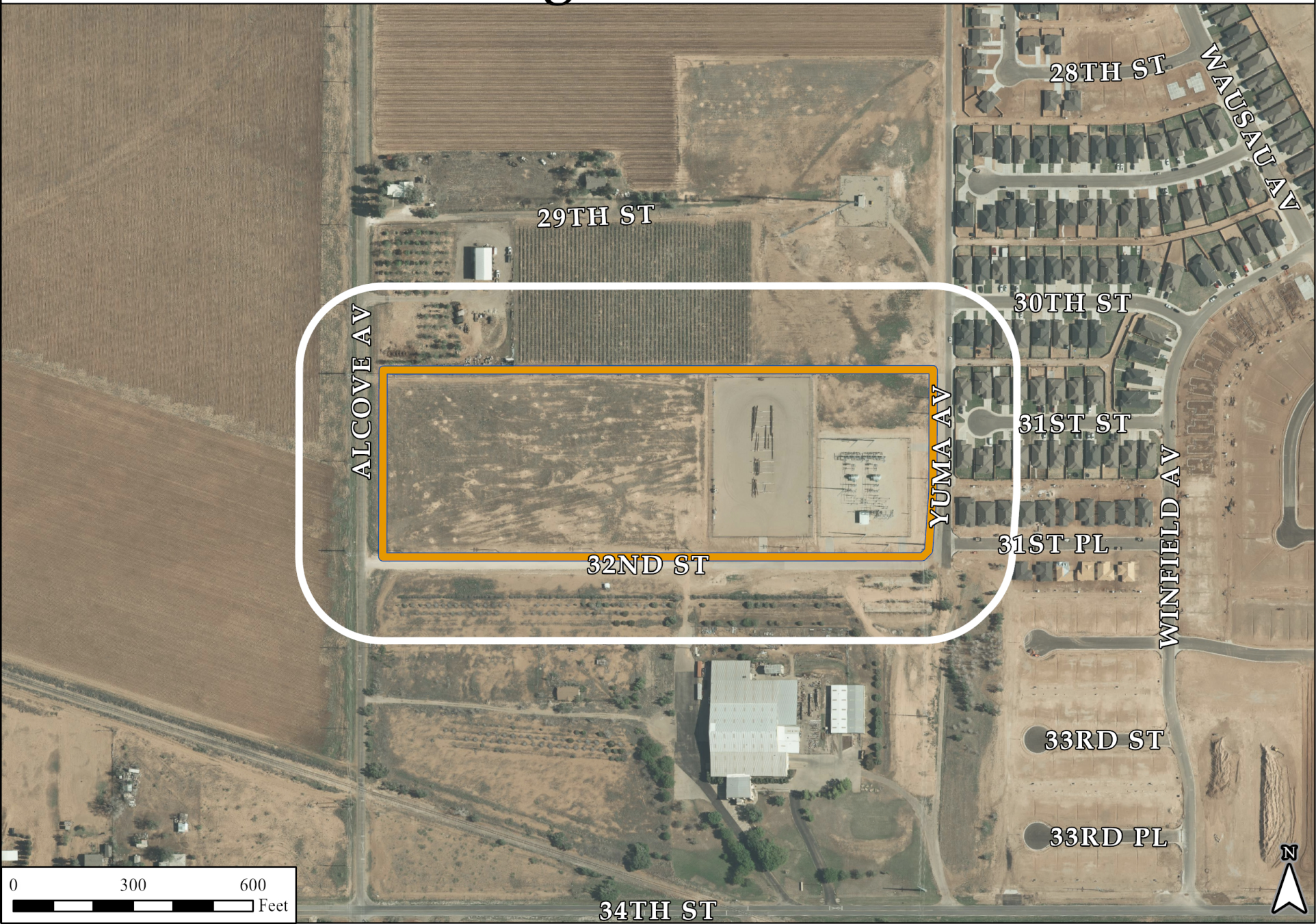
Zoning Case 2538-EE



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

Date Exported: September 2022

Zoning Case 2538-EE



ALCOVE AV

29TH ST

28TH ST

WAUSAU AV

30TH ST

31ST ST

YUMA AV

31ST PL

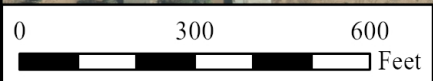
32ND ST

WINFIELD AV

33RD ST






33RD PL

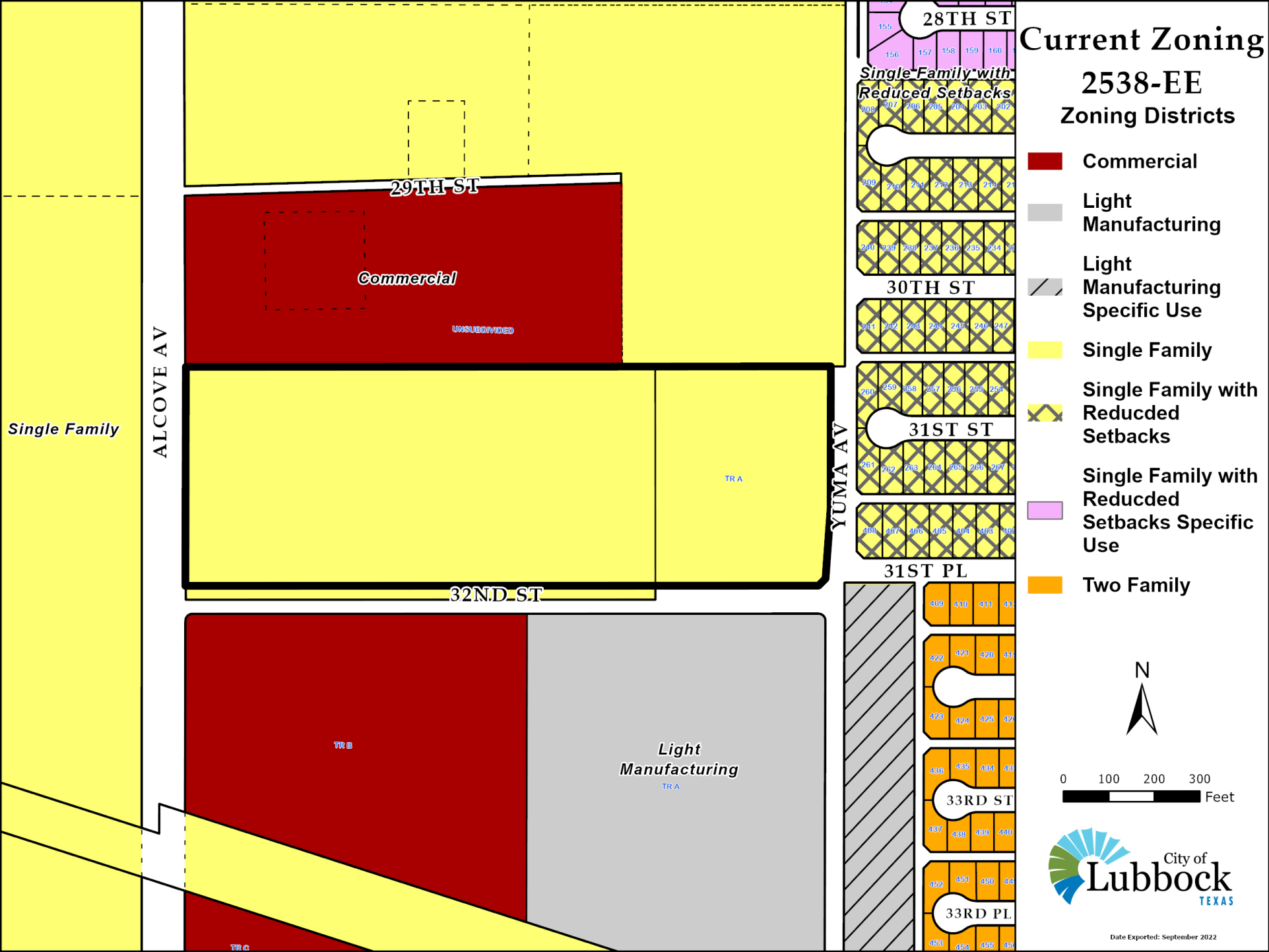
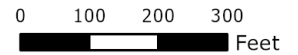
34TH ST



Current Zoning

2538-EE Zoning Districts

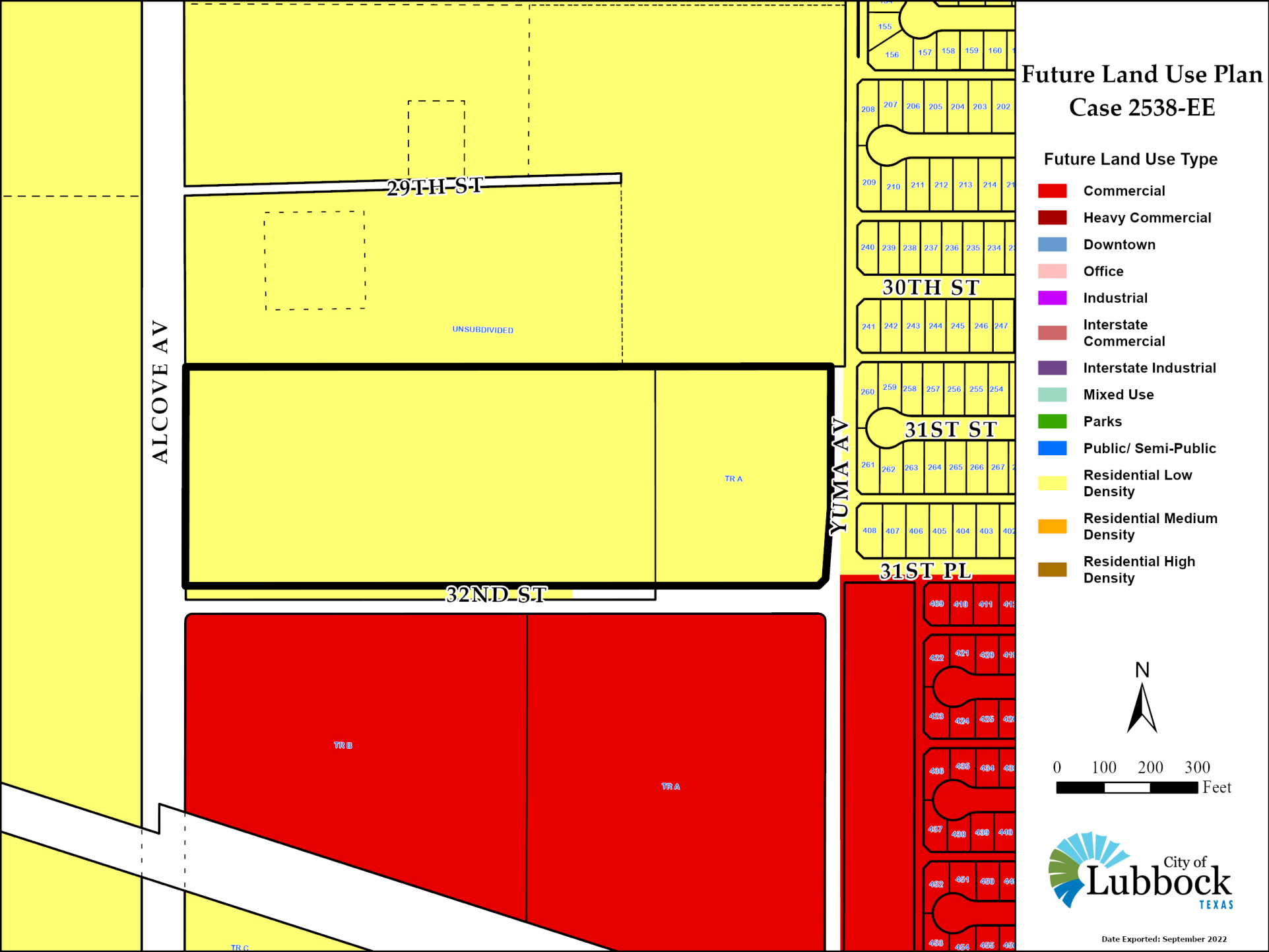
-  Commercial
-  Light Manufacturing
-  Light Manufacturing Specific Use
-  Single Family
-  Single Family with Reduced Setbacks
-  Single Family with Reduced Setbacks Specific Use
-  Two Family



Future Land Use Plan Case 2538-EE

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



2538-EE



Subject property. View to the East.



View to the South.



View to the West.



View to the North.



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

Project Information

Location or Address: 14.78 acres located on the northeast corner of Alcove Avenue and 32nd Street.
Lots/Tracts: Alcove Park, Tract A (3.99 acres) and 10.78 acres of Unplatted land
Survey & Abstract: Section 42, Block AK
Metes and Bounds Attached: Yes [] No [] Total Acreage of Request: 14.78
Existing Land Use: Existing Zoning: R-1
Requested Zoning: C-4 - Commercial District
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
Name: Will Stephens
Address: 6515 68th St., Suite 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com
Applicant's Signature: [Signature]
Date: 9/1/2022 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name: South Plains Electric Cooperative, Inc.
Owner: Owner's Representative - Jamey Phillips, Attorney
Address: P.O. Box 1830 City: Lubbock State: TX
ZIP Code: 79408 Telephone: 806-438-2993 Email: jphillips@spec.coop
Property Owner's Signature: [Signature]
Date: 9/1/2022 Printed Name: Jamey Phillips

Preparer Information

Preparer's Signature: [Signature]
Date: 9/1/2022 Printed Name: Will Stephens, P.E.

For City Use Only

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

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



AI# 11071

Regular City Council Meeting

11/01/2022:

6. 1.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-000155, for Zone Case 2995-GG, a request of RSDGP, LLC for Endeavour Enterprises, for a zone change from Local Retail District (C-2) to Commercial District (C-4) at 7411 Milwaukee Avenue, located north of 76th Street and east of Milwaukee Avenue, Bacon Crest, Tract E.

Item Summary

On October 25, 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 October 6, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 2995-GG
Staff Report 2995-GG
Documentation 2995-GG

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. 2995-GG; A ZONING CHANGE FROM C-2 TO C-4 ZONING DISTRICT AT 7411 MILWAUKEE AVENUE, LOCATED NORTH OF 76TH STREET AND EAST OF MILWAUKEE AVENUE, BACON CREST, TRACT E, 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. 2995-GG

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** to **C-4** zoning district at **7411 Milwaukee Avenue, located north of 76th Street and east of Milwaukee Avenue, Bacon Crest, Tract E, 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/ZC2995-GG__
October 6, 2022

Staff Report	Zone Case 2995-GG
City Council Meeting	October 25, 2022

Applicant RSDGP LLC.
Property Owner Endeavour Enterprises
Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No.2535: The subject property was annexed into city limits and zoned Single Family District (R-1).
- April 23, 1959, Zone Case 0763, Ordinance No.2760: This property was rezoned from R-1 to General Retail district (C-3).
- January 22, 2004, Zone Case 2995, Ordinance No.2004-00011: This property was rezoned from Transition (T) and R-1 to R-1 Specific Use for Reduced Setbacks.
- March 4, 2010, Zone Case 2995-I, Ordinance No. 2010-00018: This property was rezoned from R-1 Specific Use to Local retail District (C-2).
- October 6, 2022, Zone Case 2995-GG: The Planning and Zoning Commission recommended approval of a zone change from Local Retail District (C-2) to Commercial District (C-4) by a vote of 9-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The subject property consists of 0.92 acres of land out of the northern portion of Bacon Crest Addition, Tract E, which was originally platted on April 23, 2019. This property is currently vacant.

Adjacent Property Development

This property is surrounded by mixed commercial uses zoned Commercial District (C-2) and Commercial District (C-4) to the north, south and west and residences zoned Single Family District (R-1) to the east.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7411 Milwaukee Avenue, north of 76th Street and east of Milwaukee Avenue. The applicant is requesting a zone change to Commercial District (C-4).

Current zoning: Local Retail District (C-2)

Requested zoning: Commercial District (C-4)

Intent Statements

The intent of the current C-2 zoning “...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”... 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 north of 76th Street, which is designated as a Local Street and east of Milwaukee Avenue which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local Streets typically provide access to smaller, destination- oriented areas, such as neighborhood, 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 the subject property for Commercial Uses. The requested zone change is consistent with this designation and is appropriate in this location, adjacent to other commercial uses.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and the location is appropriate for C-4.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and should not require additional public improvements to support the intensity of this use.

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

Allowable Uses: [Commercial District \(C-4\)](#)

Transportation: The proposed development has a point of access from Milwaukee Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Milwaukee Avenue, <i>Principal Arterial (Completed)</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.4 **Zone Case 2995-GG** RSDGP, LLC for Endeavour Enterprises

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

- 7411 Milwaukee Avenue, located north of 76th Street and east of Milwaukee Avenue, Bacon Crest, Tract E.

PLANNER CASSIE BERMEA stated there were nineteen (19) notifications sent out with one (1) returned in favor and one (1) in opposition. Staff shared the location of the property including pictures, and maps discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT LEVI BRYAN, 521 North Texas Avenue, Odessa, Texas, said they intend to use the location for a drive-through coffee shop that will be 510 square feet without indoor seating, which requires C-4 zoning.

JORDAN WHEATLEY asked for clarification on the property's existing conditions and if the zone change would affect the existing business on the property.

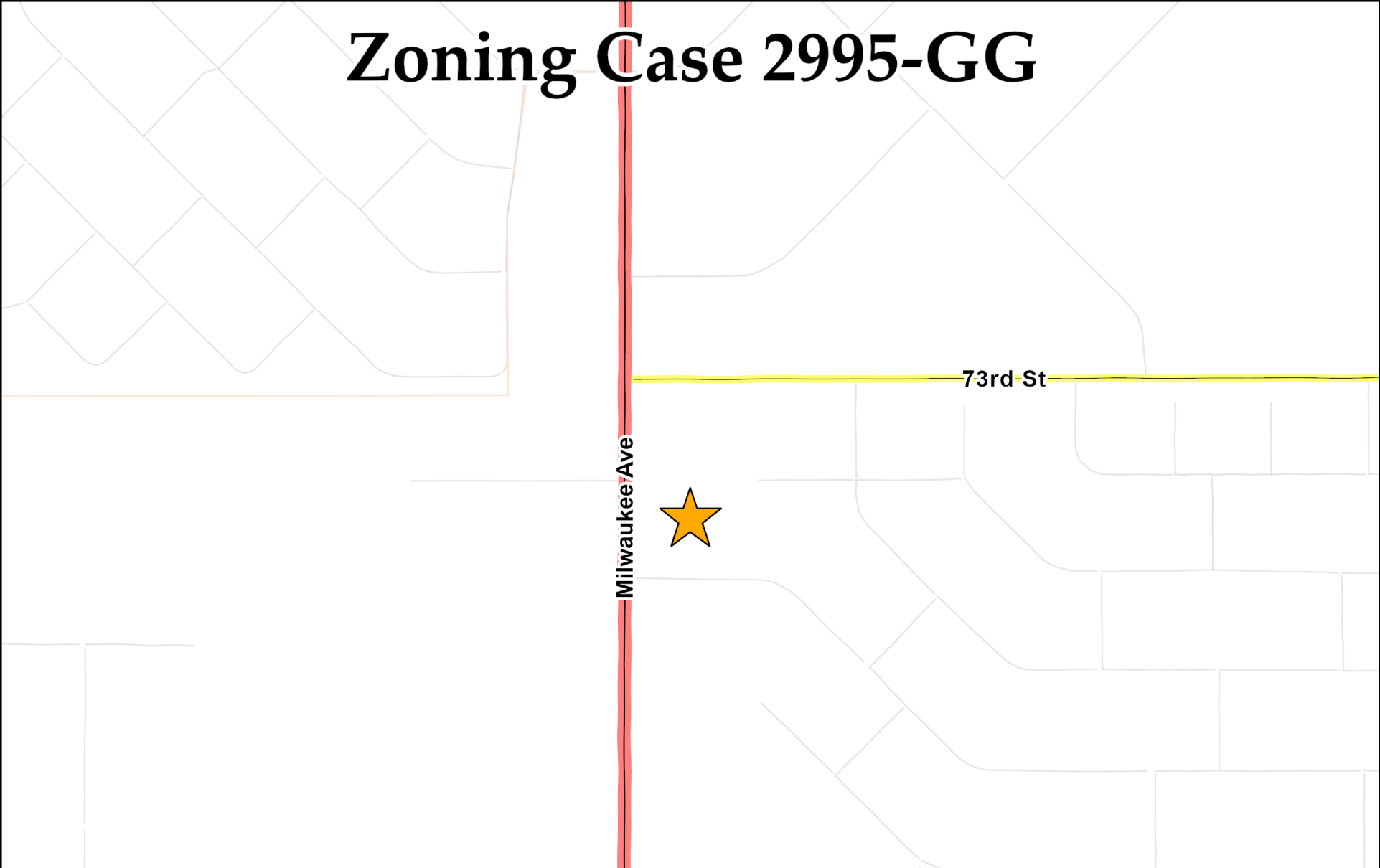
DIRECTOR OF PLANNING KRISTEN SAGER said the property has one owner; the existing business already has a drive-through but has indoor seating, so the current business will not be affected by the change in zoning.

Zone Case 2995-GG

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

In the matter of **Zone Case 2995-GG**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 9 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 2995-GG



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

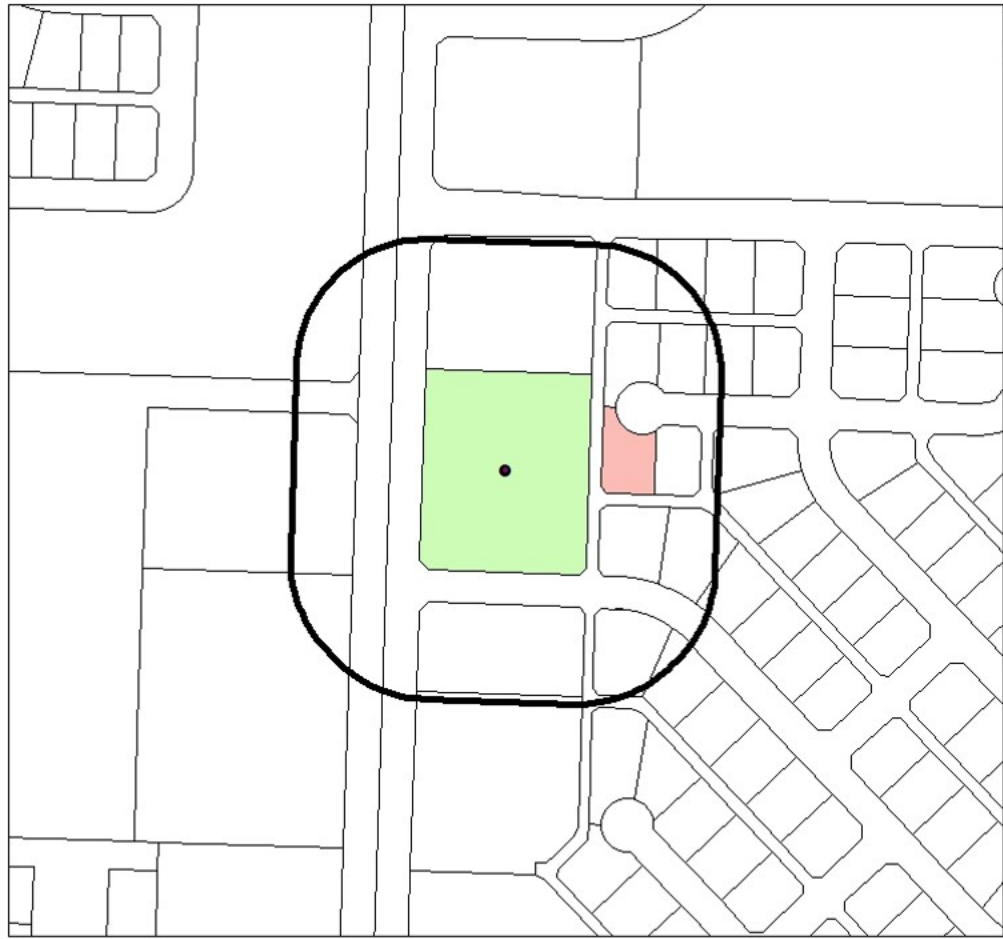


PZC Mailout Notifications Received



Legend

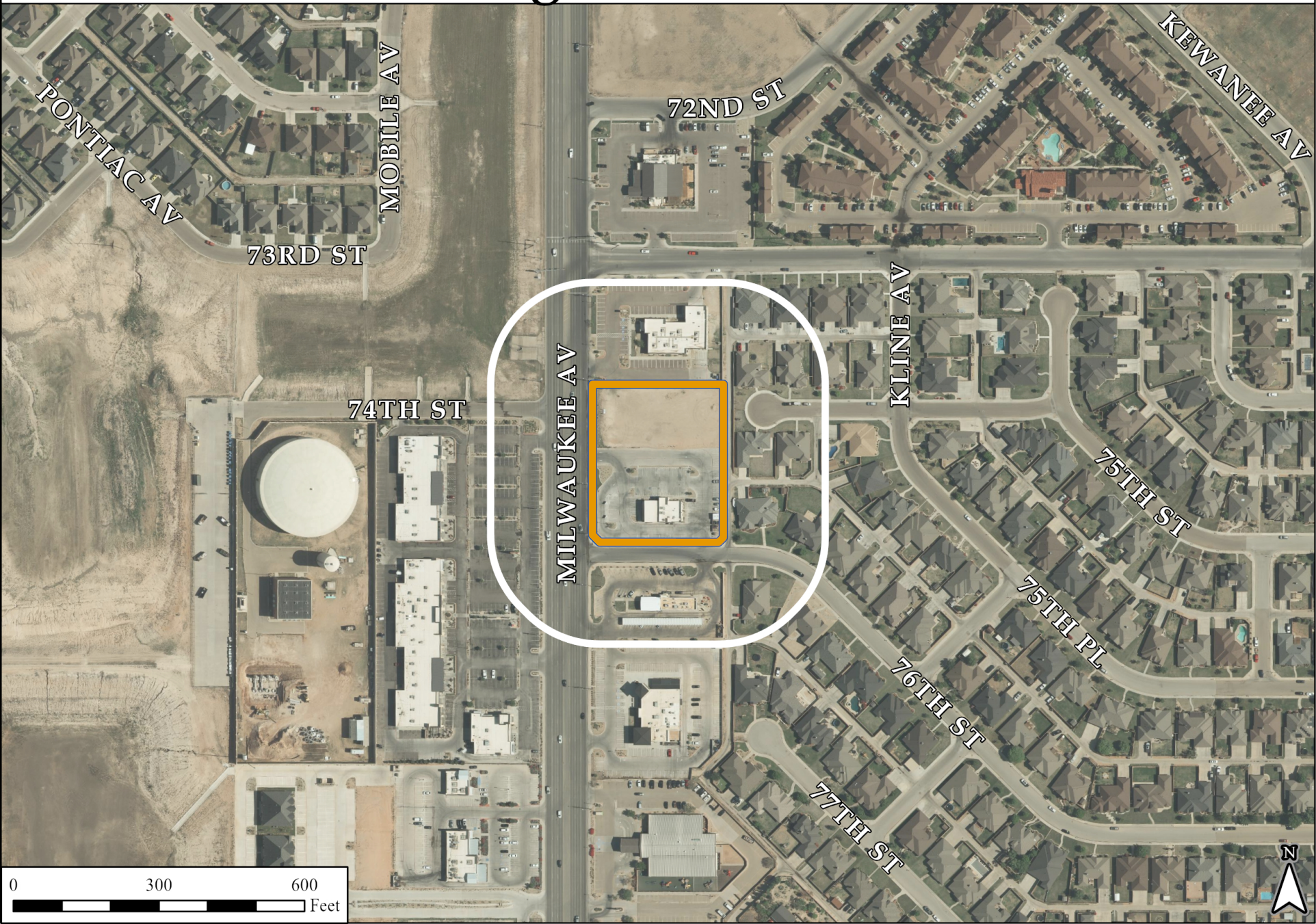
- 2995-GG
- Tax Parcel
- LocatorPnt2995_GG
- ▭ MailoutBuffer2995_GG
- Notification Result**
- In Favor
- Opposed



0 125 250 500 Feet

Created by Planning Department
Date: 9/30/2022

Zoning Case 2995-GG



PONTIAC AV

MOBILE AV

73RD ST

72ND ST

KEWANEE AV

74TH ST

MILWAUKEE AV

KLINE AV

75TH ST

75TH PL

76TH ST









77TH ST

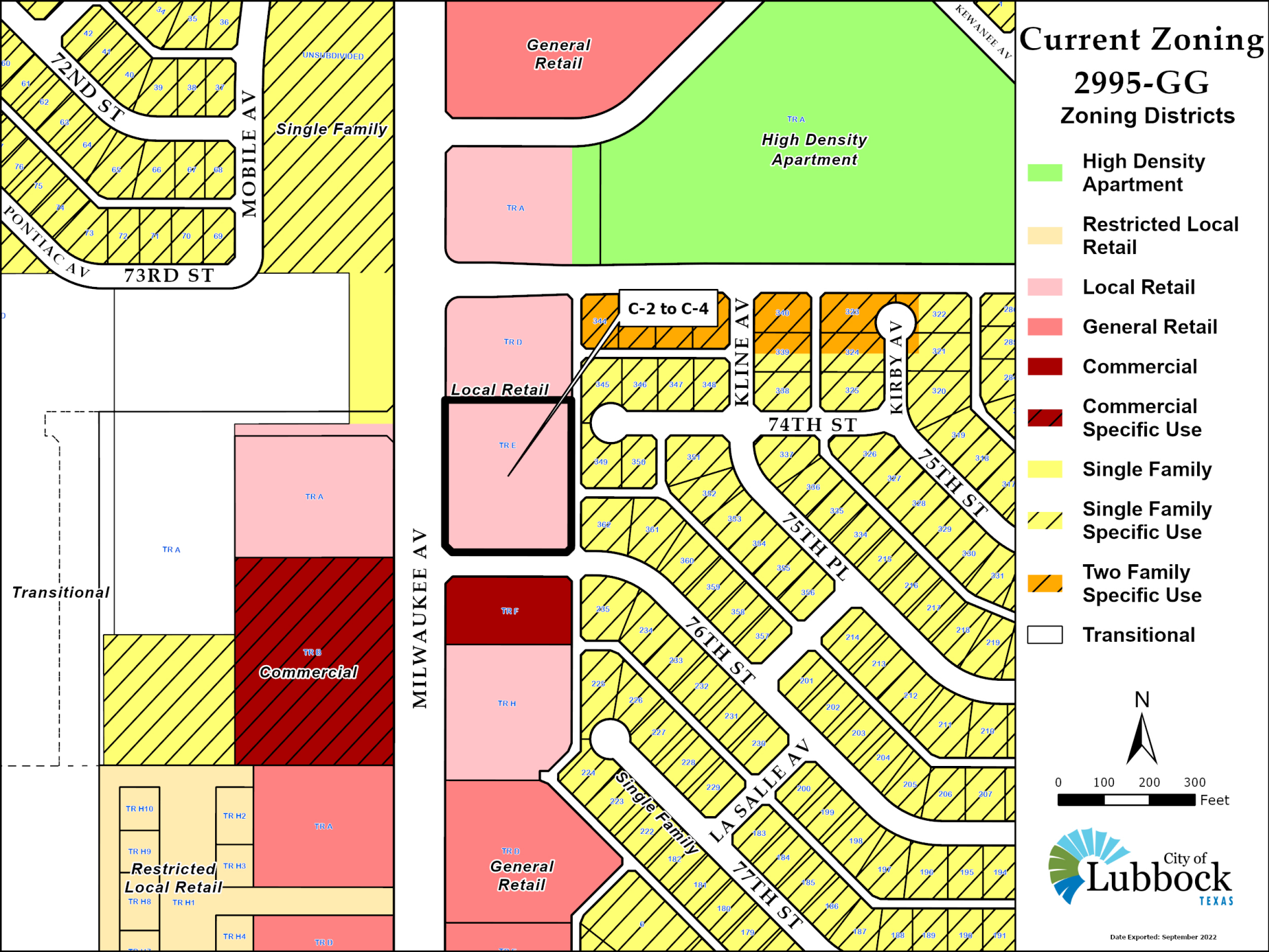
0 300 600 Feet



Current Zoning

2995-GG Zoning Districts

-  High Density Apartment
-  Restricted Local Retail
-  Local Retail
-  General Retail
-  Commercial
-  Commercial Specific Use
-  Single Family
-  Single Family Specific Use
-  Two Family Specific Use
-  Transitional





West View.



East View.



North View.



South View.

2995-GG

ALTA/NSPS Land Title Survey
Legal Description

Tract "E", BACON CREST, an Addition to the City of Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded April 23, 2019 under County Clerk File No. 2019014343, Official Public Records of Lubbock, Texas

Surveyor's Notes

1. This plot is based on a survey made on the ground July 20, 2022.
2. Monuments shown as found on this plot were accepted by this surveyor as controlling evidence due to substantial agreement with record documents.
3. No substantial discrepancies between the record documents and conditions on the ground were found on this survey.
4. All references to Volume and Pages contained within the Notes or referenced on this plot reference the records on file in the Lubbock County Court House.
5. Bearings and coordinates are based on the Texas North Central Zone Coordinate System (4202) NAD 83.
6. The location of utilities shown hereon are from observed evidence of above ground appurtenances and utility maps provided by the City of Lubbock and various utility companies.
7. Benchmark is a cut "X" in a box on top of a curb on the South curb of 76th Street. The intersection of Milwaukee Avenue and 76th Street. Elevation = 3274.98.

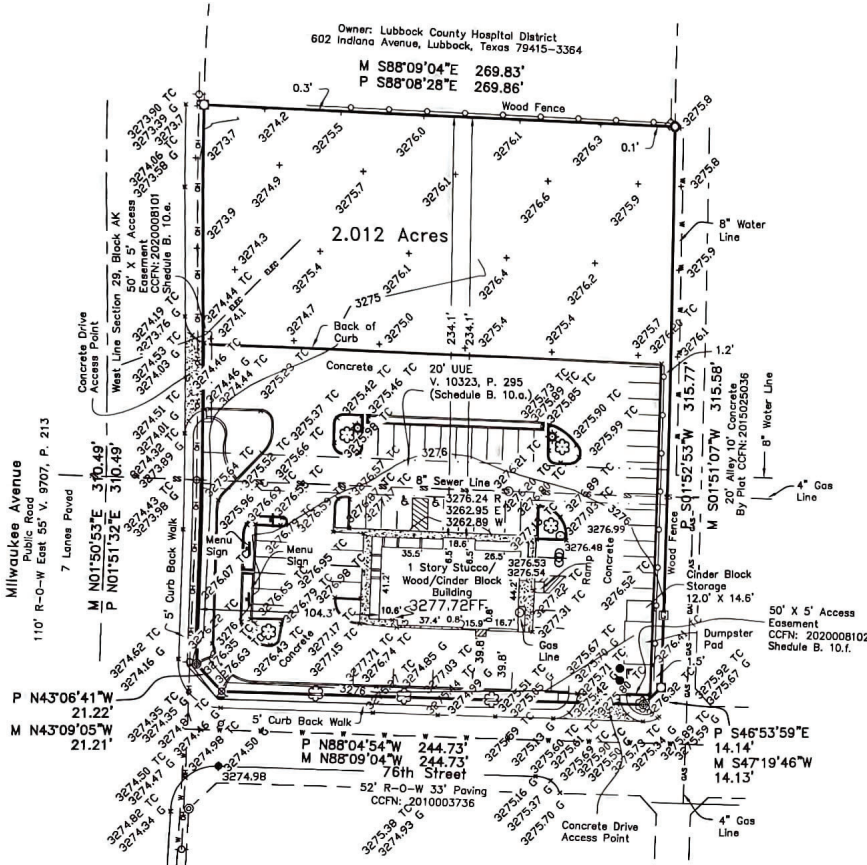
B. Easement Information:
This Surveyor has relied on the Commitment for RSDGP, LLC, Title Resources Guaranty Company, Title Insurance, issued by Title Resources Guaranty Company, for GF # 87742, Effective Date June 22, 2022 for Record Title Information and easement data.

There are six easement related items, 10.a - 10.f listed in the title commitment for GF # 87742. They are described below.

- 10.a. 20' Underground Utility Easement, Plotted Hereon.
- 10.b.-d. Blanket Garbage Collection, Underground Utility, Transformer Pad & Switching enclosure easements per plat Clerk's File No. 2019014343, Official Public Records of Lubbock County, Texas.
- 10.e. Access Easement recorded under Clerk's File No. 2020008101, Official Public Records of Lubbock County, Texas, Plotted Hereon.
- 10.f. Access Easement recorded under Clerk's File No. 2020008102, Official Public Records of Lubbock County, Texas, Plotted Hereon.

Legend

- Fd. 1/2" Rod With Orange Cap
- Fd. 1/2" Iron Rod
- Set 1/2" Rod With Green Cap (Marked RPLS 4460)
- ◆ Benchmark
- ⊗ Cut "X" in Concrete
- Manhole
- Bollards
- Vault
- Trees
- Fire Hydrant
- ⊥ Water Valve
- ⊥ Sign & Type
- ⊥ Handicap Parking
- ⊥ Light Pole
- ⊥ Gas Meter
- ⊥ Electric Meter
- ⊥ Power Pole
- OH — Overhead Power Line
- SS — Sewer Line
- W — Water Line
- GAS — Gas Line
- ELIC — Underground Electric Line



Graphic Scale: 1"=50'



CERTIFICATION:

To RSDGP, LLC, a Texas Limited Liability Company, Title Resources Guaranty Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7 (a), 8, 9, 11 (a), (b), 13, 14, 16, 17 and 20 of Table A thereof. The field work was completed on July 20, 2022.

Date of Plat August 1, 2022

Jonathan M. Cieszinski
Jonathan M. Cieszinski, Texas RPLS No. 4460

Table A Items

1. Monuments. All Corners of this Tract were found or set Monuments as shown on the Plat Legend.
2. Address: 7411 Milwaukee Avenue
3. This tract is not shown to lie within the limits of the 100-Year Flood Plain as shown on FEMA National Flood Hazard Layer Reflecting LOMR 20-06-3021P, effective date 12-7-21.
4. This site contains 2.012 Acres.
5. Elevation as shown are NAVD 1988 based on an on the ground survey.
6. (a.) Property is Zoned C-3, per client. Front setback is 43'. There are no required side or rear setbacks. South Side of building is less than 43 feet from street and may violate setback.
7. (a.) Exterior Dimensions of all buildings are shown.
8. Substantial Features are shown on this plot.
9. There are 54 Parking Spaces including 2 Handicap Parking Spaces
11. (a) and (b.) Utility locations are based on visible evidence and maps supplied by various utility companies and the City of Lubbock. All utilities may not be shown. Call the Dig Toss before any excavation.
13. Names of adjoining owners according to the Lubbock Central Appraisal District are shown on this plot. This property is bounded on the East, West, and South sides by streets and/or alleys dedicated to the City of Lubbock.
14. The distance to the nearest intersecting street (Milwaukee Avenue and 76th Street) is zero (0). Tract is at intersection.
16. No evidence of current earthmoving work, building construction or building additions was observed.
17. Changes in Right of Way. None known.
20. This is a Topographic Design Survey.



Key Map (Not To Scale)

ALTA/NSPS LAND TITLE SURVEY

Tract "E", BACON CREST, an Addition to the City of Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded April 23, 2019 under County Clerk File No. 2019014343, Official Public Records of Lubbock, Texas

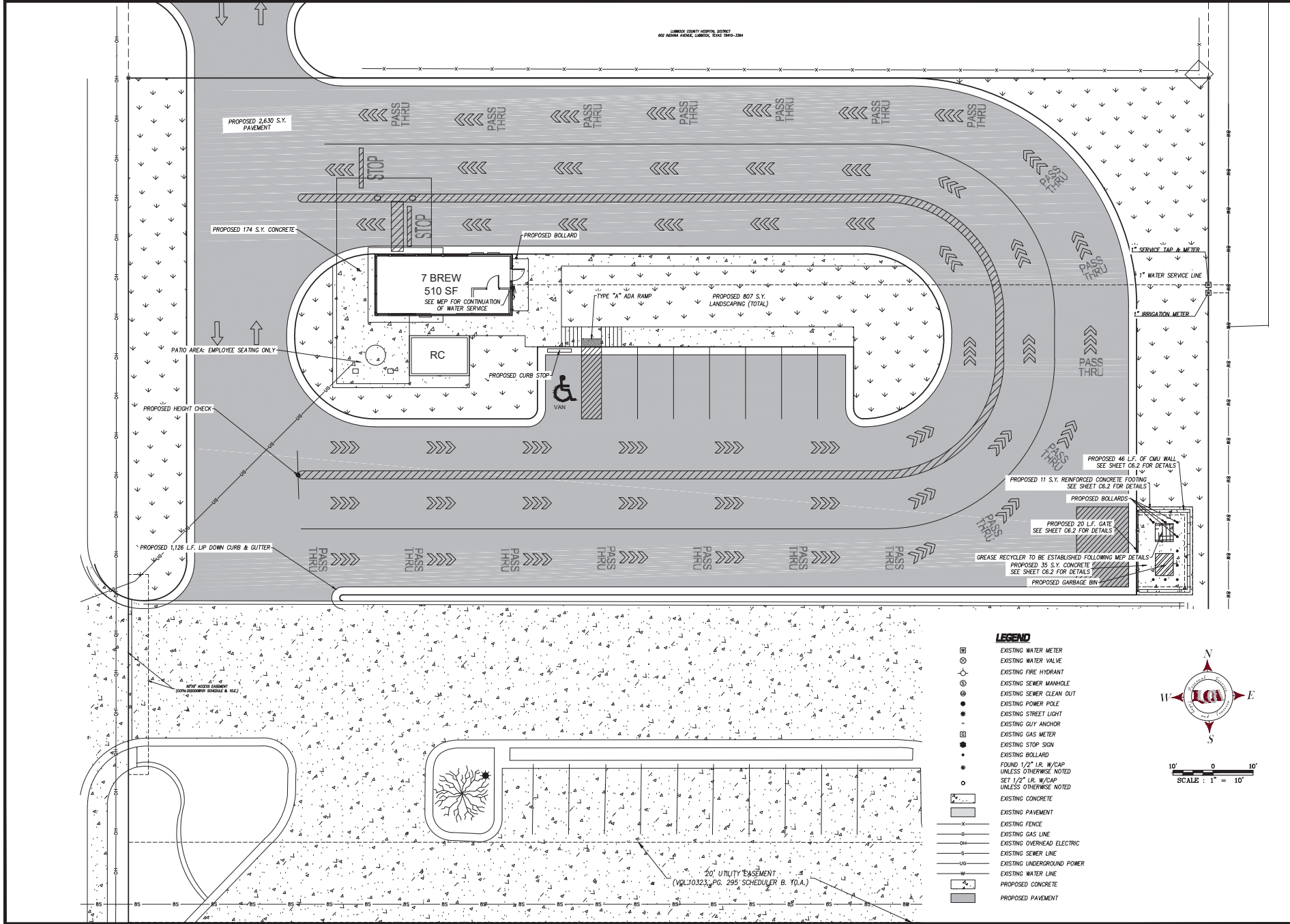
7411 Milwaukee Avenue

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870

Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

LUBBOCK COUNTY HEALTH DISTRICT
402 HOWARD AVENUE, LUBBOCK, TEXAS 79404-2804



PROPOSED 2,630 S.Y. PAVEMENT

PROPOSED 174 S.Y. CONCRETE

7 BREW
510 SF
SEE MEP FOR CONTINUATION
OF WATER SERVICE

RC

PROPOSED 807 S.Y. LANDSCAPING (TOTAL)

TYPE "A" ADA RAMP

PROPOSED CURB STOP

VAN

PATIO AREA: EMPLOYEE SEATING ONLY

PROPOSED HEIGHT CHECK

PROPOSED 1,126 L.F. UP DOWN CURB & GUTTER

NOV ACCESS EASEMENT
(CONVEYANCE SCHEDULE & REG.)

20' UTILITY EASEMENT
(VOL10323, PG. 295 SCHEDULE B, TO.A.)

PROPOSED 46 L.F. OF CURB WALL
SEE SHEET CR.2 FOR DETAILS

PROPOSED 11 S.Y. REINFORCED CONCRETE FOOTING
SEE SHEET CR.2 FOR DETAILS

PROPOSED 20 L.F. GATE
SEE SHEET CR.2 FOR DETAILS

GREASE RECYCLER TO BE ESTABLISHED FOLLOWING MEP DETAILS
PROPOSED 35 S.Y. CONCRETE
SEE SHEET CR.2 FOR DETAILS
PROPOSED GARBAGE BIN

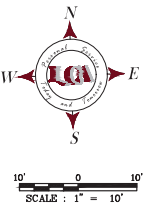
1" SERVICE TAP & METER

1" WATER SERVICE LINE

IRRIGATION METER

LEGEND

- ⊕ EXISTING WATER METER
- ⊕ EXISTING WATER VALVE
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING SEWER MANHOLE
- ⊕ EXISTING SEWER CLEAN OUT
- ⊕ EXISTING POWER POLE
- ⊕ EXISTING STREET LIGHT
- ⊕ EXISTING GUY ANCHOR
- ⊕ EXISTING GAS METER
- ⊕ EXISTING STOP SIGN
- ⊕ EXISTING BOLLARD
- ⊕ FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
- ⊕ SET 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
- ▭ EXISTING CONCRETE
- ▭ EXISTING PAVEMENT
- EXISTING FENCE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING SEWER LINE
- EXISTING UNDERGROUND POWER
- EXISTING WATER LINE
- ▭ PROPOSED CONCRETE
- ▭ PROPOSED PAVEMENT



SCALE: N.T.S.
DATE: _____
JOB No. 2022-053

DESIGN: BAR _____
DRAWN: BAR _____
CHECKED: _____
DATE: _____

REVISION: NONE

PRELIMINARY
FOR APPROVAL OF THE
CITY OF LUBBOCK, TEXAS
BY THE CITY ENGINEER
DATE: MARCH 2022



MASTER PLAN
7 BREW COFFEE
CITY OF LUBBOCK, TEXAS

811
PLASTER
Know what's below.
Call before you dig.

Page No. **C2.0**
of X



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

Project Information

Location or Address: 7411 Milwaukee Ave
 Lots/Tracts: _____
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: 0.92
 Existing Land Use: Vacant Existing Zoning: C-2
 Requested Zoning: C-4
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: ASDGP LLC
 Name: ASHLEY HEIN
 Address: 15110 N Dallas Pkwy Ste 440 City: Dallas State: TX
 ZIP Code: 75248 Telephone: 504-428-4111 Email: ashley@redskyholdings.com
 Applicant's Signature: [Signature] Printed Name: ASHLEY HEIN
 Date: 8/31/22

Owner Information

Firm Name: Indeavour Enterprises
 Owner: T. Market Properties, Series One
 Address: 3415 73rd City: Lubbock State: TX
 ZIP Code: 79423 Telephone: 806-785-0507 Email: _____
 Property Owner's Signature: [Signature] Printed Name: Greg Blankenship
 Date: 7/19/22

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.: **2995-G**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Greg Blankenship
Signature: Greg Blankenship
Address: 3415 73rd
Address of Property Owned: 7411 Milwaukee
Phone Number: 806-789-2227
Email: Greg@endeavourenterprises.com

Zone Case Number: **2995-G** R334840 Recipient 2 of 19
T MARKET PROPERTIES LLC SERIES ONE
3415 73RD ST
LUBBOCK TX 79423-1101

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.: **2995-G**

In Favor

Opposed

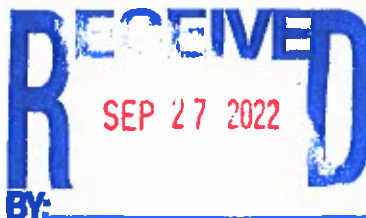
Reasons and/or Comments:

Print Name: Min Lee & Hyojung Cho
Signature: [Handwritten Signature]
Address: 6307 74th St. Lubbock, TX 79424
Address of Property Owned: 6307 74th St Lubbock, TX 79424
Phone Number: 703-989-0607
Email: _____

Zone Case Number: **2995-G**
LEE MIN & CHO HYOUNG
6307 74TH ST
LUBBOCK TX 79424

R323125

Recipient 1 of 19





AI# 11088

Regular City Council Meeting

11/01/2022:

6. 2.

Information

Agenda Item

Resolution - Planning (District 1): Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3121 34th Street, for an alcoholic beverage permit for Frost Brewhouse, LLC.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 Amended Section 14.01.007 (Section 18-11). Alcoholic beverage-sales near church, school or hospital, in Chapter 14, Offenses-Miscellaneous of City of Lubbock Code of Ordinances related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot requirement in the Texas Alcoholic Beverage Code.

The request for a variance is from Frost Brewhouse, LLC located at 3121 34th Street, which is within 300 feet of Mrs. O's at Tech, a daycare, located at 3101 34th Street.

A request for a new permit for on-premise alcohol sales at this location is pending, and requires a separation variance request. The City Council has wide discretion whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

- 1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
- 2) The regulation constitutes waste or inefficient use of land or other resources;
- 3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
- 4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

Attachments

Resolution Frost Brewhouse

Map- Frost Brewhouse

Packet - 3121 34th Street

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Frost Brewhouse, LLC at 3121 34th St**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **wine and beer retailer's permit [BG]**, 2) **brew pub license [BP]**, or 3) a subsequent like use, if any, are in effect at the above-referenced location.

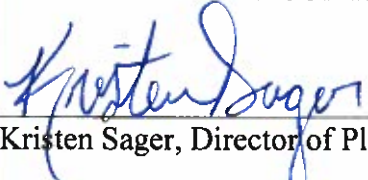
Passed by the City Council this _____ day of _____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



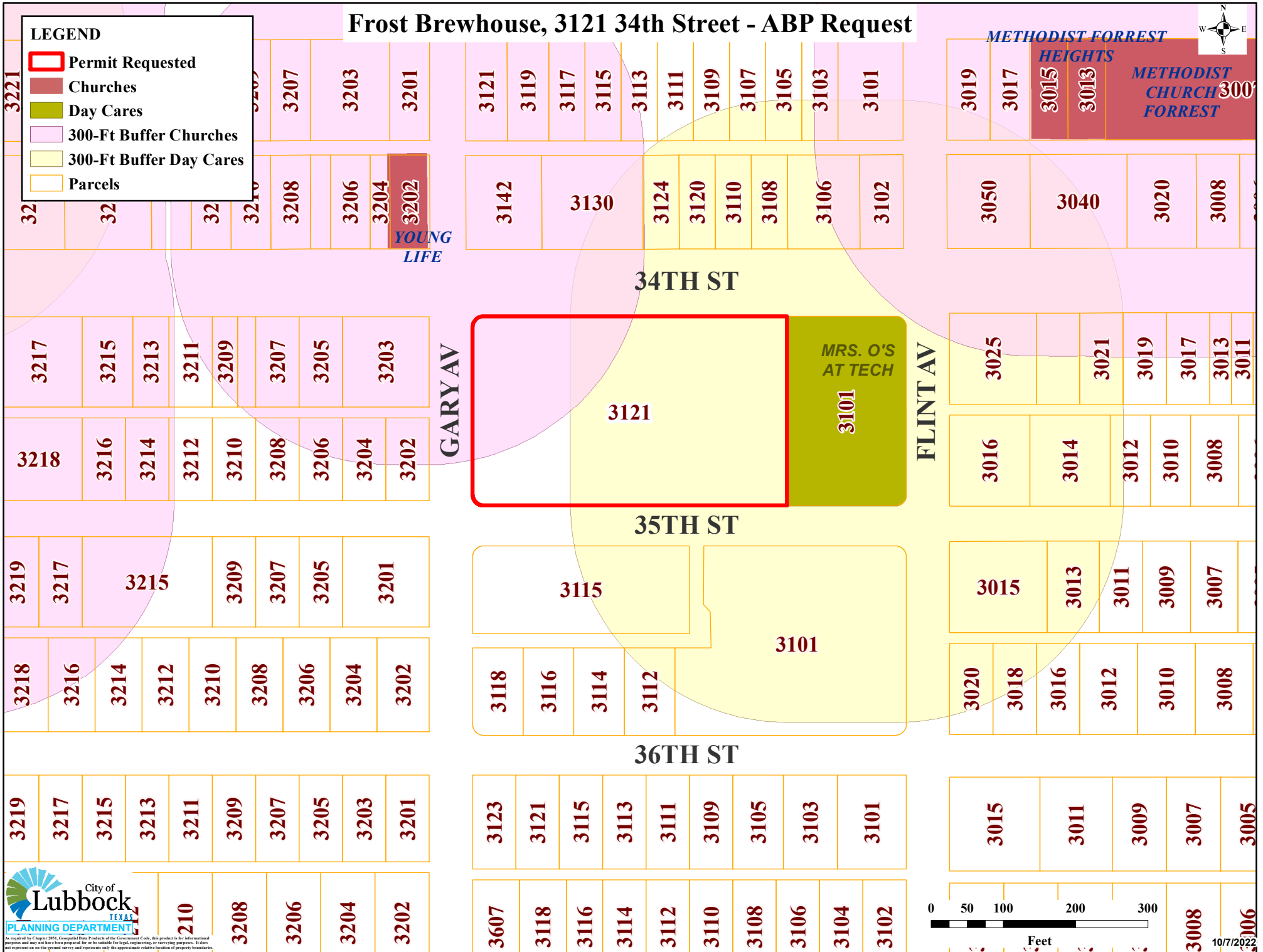
Kelli Leisure, Assistant City Attorney

Frost Brewhouse, 3121 34th Street - ABP Request



LEGEND

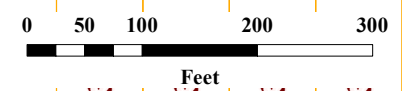
- Permit Requested
- Churches
- Day Cares
- 300-Ft Buffer Churches
- 300-Ft Buffer Day Cares
- Parcels



METHODIST FORREST HEIGHTS
 METHODIST CHURCH 300' FORREST

YOUNG LIFE

MRS. O'S AT TECH





Business Information

Local Contact: Trevor Frost Local Contact Phone No.: 806-535-2710
Name of Business: Frost Brewhouse, LLC
Address: 3121 34th St. City: Lubbock State: TX Zip: 79410
Telephone: 806-535-2710 Email: frostbrewhouse@gmail.com

On Premise Consumption:

Type of Business:

- Restaurant, Sports Grill, Other (describe) Brewpub, Nightclub/Bar/Lounge, Hotel/Arena/Civic Center, Dance Hall, Sexually Oriented Business

Permit(s) Requested (Check all that apply):

- Mixed Beverage (MB), Food & Beverage Cert. (FB), Minibar Permit (MI), Local Cartage Permit (E) - with BG only, Brewpub License (BP), Other (describe), Mixed Beverage Late Hours (LH), Wine and Beer Retailer's (BG), Beer Retailer's On-Premise (BE), Catering (CB), Private Carrier's Permit (O) - Brewpubs (BP) with a BG only, Beverage Cartage (PE), Private Club Beer & Wine (NB), Retail Dealer's On-Premise - late hours license (BL), Food & Beverage Cert. (FB), Mixed Beverage Restaurant with Food and Beverage (RM)

Off Premise Consumption:

Type of Business:

- Grocery/Convenience Store, Other (describe), Drug Store, Package Store

Permit(s) Requested (Check all that apply):

- Beer Retailer's Off-Premise (BF), Wine Only Package Store (Q), Local Cartage Permit (E), Package Store (P), Local Distributor (LP), Other (describe), Wine and Beer Retailer's Off Premise (BQ), Third-Party Cartage Permit (ET)

Property Owner Information

Name: Capshaw Capital Inc.
Address: 4708 67th St. City: Lubbock State: TX Zip: 79414

Business Owner Information

Name: Trevor S. Frost
Address: 2802 28th St. City: Lubbock State: TX Zip: 79410

Applicant Information

Name: Trevor S. Frost
Address: 2802 28th St. City: Lubbock State: TX Zip: 79410
Interest in Business/Authority to Make Application: Managing Member/Business Owner

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us



Planning and Zoning Information

Gross Sq. Footage of Bldg.: 797 Zoning: Brewpub Sales Tax No.: 3-20774-1423-6
 Parking Ratio: 1:175 Spaces Req.: 5 Spaces Provided: 119

Separation Information

Is a Church or Hospital located within 300 feet of your establishment (door to door)? Yes No
 Is a School (Public or Private), day care, or child care facility located within
 300 feet of your establishment (property line to property line)? Yes No

Additional Information

No. of Game Machines: n/a Dance Floor Yes No
 Dance Floor Size: n/a Live Entertainment Yes No
 Z.B.A. Variance: To operate a brewpub within 300' of a property zoned R-2. Case No.: V-4948
To request Special Exception to permit a brewpub as conditional use. Case No.: E-2686

Comments: Approved on 2/18/2021
ADDL PARKING: 1:2,000 for manufacturing or storage area @ 1271 sq ft = 1 spot

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: *[Handwritten Signature]*, Manager Date: 10/07/2022

Planning Department Signature

Distance Map Created? Yes No
 Distance Map Attached? Yes No
 Alcohol Variance Required? Yes No

If so, Resolution No.: _____

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: _____ Date: _____



Additional Permitting/Inspection Requirements

Are you applying for this Zoning Certificate in association with one of the following activities?

- New Construction
- Remodel/Alteration
- No Construction
- Change in Occupancy Classification
- No Previous Certificate of Occupancy
- Serving Food or Ice
- Smoking Allowed in Facility
- Tattoo or Body Piercing Facility

If so, a Certificate of Occupancy may be required. Please request a Zoning Use Verification Form from the Planning Department and follow the steps outlined below:

Step One – Obtain Zoning/Land Use approval from the Planning Department for the proposed business use.

Step Two – Based on the above information if a valid Certificate of Occupancy is not found, no construction will take place or there is a change in occupancy classification, follow the procedures for an Investigative Certificate of Occupancy. A certificate of occupancy will be issued for new construction and remodel/alteration permits as part of the permit process at the completion of construction.

Step Three – Investigative Certificate of Occupancy requirements. This process starts with Building Safety. You will need to speak to a Commercial Plan Examiner to see what documents are required.

Step Four – When the permit for the Investigative Certificate of Occupancy has been paid for the applicant will pay for and set up an inspection from the Fire Marshal’s Office.

Step Five – If the proposed business will serve food, ice, allow smoking or tattoo or body piercing, permits need to be obtained from Environmental Health.

Step Six – Once inspections have been completed from Building Safety and the Fire Marshal’s Office application for the Investigative Certificate of Occupancy will be made to Building Safety.

Building Safety Office: 1314 Avenue K
Lubbock, Texas 79457
(806) 775 – 2087

Fire Marshal’s Office: 1601 Mac Davis Lane
Lubbock, Texas 79401
(806) 775 – 2646

If you have any questions pertaining to the City of Lubbock’s Zoning Certificate, please contact:

City of Lubbock Planning Department
City of Lubbock City Secretary’s Office

Phone: (806) 775 - 2108
Phone: (806) 775 - 2061

E-mail: cityplanning@mylubbock.us
E-mail: ocs@mylubbock.us

FROST BREWHOUSE, LLC

3121 34th St., Lubbock, TX 79410 | 806.535.2710 | frostbrewhouse@gmail.com

October 6, 2022

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

RE: Variance Request

Dear Lubbock Planning Department:

As requested, in support of the request for a variance to operate a brewpub within 300 feet of an existing daycare facility, this letter includes the brewpub's business name and address. Additionally, the permits requested from TABC for the brewpub will be BG (Wine and Beer Retailer's Permit) and BP (Brewpub License).

Sincerely,

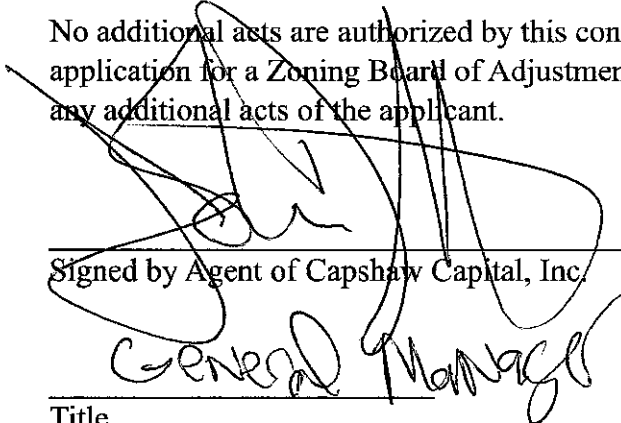
Trevor Frost, manager

**Trevor Frost, Manager
Frost Brewhouse, LLC**

Property Owner Consent and Authority to Act

I, John C. Deterding, affirm that I am a duly authorized agent of Capshaw Capital, Inc., the rightful owner of the property located at 3121 34th St., Lubbock, TX 79410 (the "property"). I do hereby consent and grant the authority, limited and detailed in scope, to Frost Brewhouse, LLC (the "applicant") to apply for a Zoning Board of Adjustment as it pertains to the zoning of the property at 3121 34th St., Lubbock, TX 79410. Specifically, I consent to the application for a variance to operate a brewpub at the property, within 300 feet of a daycare facility. The application is being made on or before October 12, 2022, to be heard by the City Council at a meeting on November 1, 2022.

No additional acts are authorized by this consent, and the authority to act is limited solely to the application for a Zoning Board of Adjustment. This consent should not be construed to apply to any additional acts of the applicant.



Signed by Agent of Capshaw Capital, Inc.

10 10 22

Dated

General Manager

Title



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (5/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13 Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: Original Add Late Hours Only License/Permit Number

Reinstatement Reinstatement and Change of Trade Name License/Permit Number

Change of Location Change of Location and Trade Name License/Permit Number

2. Type of On-Premise License/Permit

<input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit	<input type="checkbox"/> LB Mixed Beverage Late Hours Permit
<input type="checkbox"/> BE Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI Minibar Permit
<input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB Caterer's Permit
<input checked="" type="checkbox"/> BP Brewpub License	<input type="checkbox"/> FB Food and Beverage Certificate
<input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats	<input type="checkbox"/> PE Beverage Cartage Permit
<input type="checkbox"/> MB Mixed Beverage Permit	<input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB
<input type="checkbox"/> O Private Carrier's Permit -Brewpubs (BP) with a BG only	<input type="checkbox"/> E Local Cartage Permit - Wine/Beer retailers (BG) Only

3. Indicate Primary Business at this Location

<input type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel	<input type="checkbox"/> Bar
<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Sexually Oriented	<input checked="" type="checkbox"/> Miscellaneous <u>Brewpub</u>

4. Trade Name of Location (Name of restaurant, bar, store, etc.)
Frost Brewhouse, LLC

5. Location Address
3121 34th St.

City Lubbock	County Lubbock	State TX	Zip Code 79410
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6. Mailing Address 2802 28th St.	City Lubbock	State TX	Zip Code 79410
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7. Business Phone No. 806-535-2710	Alternate Phone No.	E-mail Address frostbrwhouse@gmail.com
---------------------------------------	---------------------	---

OWNER INFORMATION

8. Type of Owner

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)
Frost Brewhouse, LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact **phone and email are mandatory and must be active and updated regularly**. If additional information is needed, it will be requested from this contact person. **Delays in responding to requests may delay the processing and approval of your permit/license.**

10. Contact Person: Trevor Frost	Relation to Business: Manager
-------------------------------------	----------------------------------

Phone (mandatory): 806-535-2710	Email (mandatory): frostbrewhouse@gmail.com
------------------------------------	--

TABC DATESTAMP

11. Are you, the applicant, a veteran-owned business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
12. Are you, the applicant, a Historically Underutilized Business (HUB)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Frost	First Name Trevor	MI S.	Title Manager
Last Name Bounds	First Name Kayla	MI B.	Title Manager
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

14. Will your business be located within 300 feet of a church or public hospital? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.</i>	
15. Will your business be located within 300 feet of any private/public school, day care or child care facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "YES," are the facilities located on different floors or stories of the building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>NOTE: For private/public schools, day care centers and child care facilities, measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.</i>	
<i>NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.</i>	
<i>NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.</i>	
16. Will your business be located within 1,000 feet of a private school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
17. Will your business be located within 1,000 feet of a public school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

60-DAY SIGN

18. If required under Section 11.391 and 61.381, provide exact date the required sign was posted at the location.	Exact Date (MM/DD/YYYY) 04/13/2021
---	--

ALL APPLICANTS

19. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE
I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have reviewed all forms to ensure they are complete.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have obtained all required local and state certifications (pages 3-5).	<input type="checkbox"/> Yes <input type="checkbox"/> No
All application packets have been notarized.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Phone numbers and email address for contact person are up to date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
All additional documentation as required by the application packets is attached.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If required, out of state criminal history checks are attached (PHS #7).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Certification of publication in local newspaper has been completed (page 5).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
A copy of the newspaper publication is attached (page 5).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:	WHO MUST SIGN:
Proprietorship	Individual Owner
Partnership	Partner
Corporation	Officer
Limited Partnership	General Partner
Limited Liability Partnership	General Partner
Limited Liability Company	Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT NAME _____ SIGN HERE _____

TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
NOTARY PUBLIC

S E A L

CERTIFICATE OF CITY SECRETARY FOR MB, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- MB** Mixed Beverage Permit
- MB/FB (RM)** Mixed Beverage Restaurant Permit with Food and Beverage Certificate (MB must also hold a Food and Beverage Certificate)
- BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)
- BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
 - legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 - legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- BE** Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT LB & BL

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK FOR MB, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by order.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "**wet**" area and is not prohibited by any valid order of the Commissioner's Court.

- MB** Mixed Beverage Permit
- MB/FB (RM)** Mixed Beverage Restaurant Permit with Food and Beverage Certificate (FB must also hold a Food and Beverage Certificate)
- BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)

- BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
 - legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 - legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

- BE** Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT LB & BL

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, 20____, that one of the below are correct:

- The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN
HERE _____ FIELD OFFICE _____

S E A L

PUBLISHER'S AFFIDAVIT FOR MB, LB, RM, BP, BG, BE, BL & V

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE Click here to see example of newspaper publication
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		



LOCATION INFORMATION

1. Trade Name of Location
 Frost Brewhouse, LLC

2. Location Address
 3121 34th St.

City Lubbock	County Lubbock	State TX	Zip Code 79410
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OWNER INFORMATION

3. Type of Owner

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

Last Name Frost	First Name Trevor	MI S.	Title Manager
Last Name Bounds	First Name Kayla	MI B.	Title Manager
Last Name Mirelez	First Name Nathaniel	MI D.	Title Member
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title



AI# 11096

Regular City Council Meeting

11/01/2022:

6.3.

Information

Agenda Item

Resolution - Planning (District 2): Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 5101 Avenue Q, Suite A, for an alcoholic beverage permit for Topsy's Sports Grill and Bar.

Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 amended Section 14.01.007 (Section 18-11). Alcoholic beverages-Sale near church, school or hospital, in Chapter 14, Offenses-Miscellaneous, of City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot in the Texas Alcoholic Beverage Code.

The request for a variance is from Topsy's Sports Grill and Bar, located at 5001 Avenue Q, Suite A, which is within 300 feet of a public school, Hodges Elementary.

A request for a new permit for on-premise alcohol sales at this location is now pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

- 1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
- 2) The regulation constitutes waste or inefficient use of land or other resources;
- 3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
- 4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

Attachments

Resolution Topsy's Sports Grill

Topsy's Zoning certificate

Topsy's Applicant Letter

Topsy's Parking Plan

TABC application

LISD letter to the City of Lubbock_RE Alcohol Variance, Topsy's

Topsy's map

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **Tipsy's Sports Grill & Bar, 5101 Avenue Q, Suite A, Lubbock, TX.** This variance shall remain in effect for so long as: 1) a **Mixed Beverage (MB) permit**, or 2) a **Mixed Beverage Late Hours (LB) permit**, 3) a **Food and Beverage (FB) permit**, or 4) a subsequent like use, if any, are in effect at the above-referenced location.


Passed by the City Council on _____.

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



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

Business Information

Local Contact: Paulina Madrid Local Contact Phone No.: 806-686-7139
 Name of Business: Tipsy's Sports Grill & Beer
 Address: 1704 77th St City: Lubbock State: TX Zip: 79423
 Telephone: 806-686-7139 Email: pmadrid15@yahoo.com

On Premise Consumption:

Type of Business:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Nightclub/Bar/Lounge | <input type="checkbox"/> Dance Hall |
| <input type="checkbox"/> Sports Grill | <input type="checkbox"/> Hotel/Arena/Civic Center | <input type="checkbox"/> Sexually Oriented Business |
| <input type="checkbox"/> Other (describe) _____ | | |

Permit(s) Requested (Check all that apply):

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Mixed Beverage (MB) | <input checked="" type="checkbox"/> Mixed Beverage Late Hours (LB) | <input type="checkbox"/> Beverage Cartage (PE) |
| <input checked="" type="checkbox"/> Food & Beverage Cert. (FB) | <input type="checkbox"/> Wine and Beer Retailer's (BG) | <input type="checkbox"/> Private Club Beer & Wine (NB) |
| <input type="checkbox"/> Minibar Permit (MI) | <input type="checkbox"/> Beer Retailer's On-Premise (BE) | <input type="checkbox"/> Retail Dealer's On-Premise – late hours license (BL) |
| <input type="checkbox"/> Local Cartage Permit (E) – with BG only | <input type="checkbox"/> Catering (CB) | <input type="checkbox"/> Food & Beverage Cert. (FB) |
| <input type="checkbox"/> Brewpub License (BP) | <input type="checkbox"/> Private Carrier's Permit (O) – Brewpubs (BP) with a BG only | <input type="checkbox"/> Mixed Beverage Restaurant with Food and Beverage (RM) |
| <input type="checkbox"/> Other (describe) _____ | | |

Off Premise Consumption:

Type of Business:

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> Grocery/Convenience Store | <input type="checkbox"/> Drug Store | <input type="checkbox"/> Package Store |
| <input type="checkbox"/> Other (describe) _____ | | |

Permit(s) Requested (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Beer Retailer's Off-Premise (BF) | <input type="checkbox"/> Package Store (P) | <input type="checkbox"/> Wine and Beer Retailer's Off Premise (BQ) |
| <input type="checkbox"/> Wine Only Package Store (Q) | <input type="checkbox"/> Local Distributor (LP) | <input type="checkbox"/> Third-Party Cartage Permit (ET) |
| <input type="checkbox"/> Local Cartage Permit (E) | <input type="checkbox"/> Other (describe) _____ | |

Property Owner Information

Name: Mary Waller
 Address: 5101 Ave Q City: Lubbock State: TX Zip: 79412

Business Owner Information

Name: Paulina Madrid
 Address: 1704 77th St City: Lubbock State: TX Zip: 79423

Applicant Information

Name: Paulina Madrid
 Address: 1704 77th St City: Lubbock State: TX Zip: 79423
 Interest in Business/Authority to Make Application: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department	Phone: (806) 775 - 2108	E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office	Phone: (806) 775 - 2061	E-mail: ocs@mylubbock.us



Planning and Zoning Information

Gross Sq. Footage of Bldg.: 3300 Zoning: C-4 Sales Tax No.:
Parking Ratio: 1:75 Spaces Req. 44 Spaces Provided:

Separation Information

Is a Church or Hospital located within 300 feet of your establishment (door to door)? [] Yes [x] No
Is a School (Public or Private), day care, or child care facility located within 300 feet of your establishment (property line to property line)? [] Yes [x] No

Additional Information

No. of Game Machines: 0 Dance Floor [x] Yes [] No
Dance Floor Size: Live Entertainment [] Yes [x] No
Z.B.A. Variance: Case No.:
Case No.:

Comments:

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: [Signature] Date: 12/21/2021

Planning Department Signature

Distance Map Created? [] Yes [] No
Distance Map Attached? [] Yes [] No
Alcohol Variance Required? [] Yes [] No

If so, Resolution No.:

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: Date:

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us



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

Please return this form with all approval signatures prior to the issuance of a Zoning Certificate.

These signatures are not a substitute for any other required forms.

Code Enforcement Department • 1314 Avenue K • 775-2989	
Comments: _____ _____	
Signature: _____	Date: _____
Environmental Health Department • 1314 Avenue K • 775-2116	
Comments: _____ _____	
Signature: _____	Date: _____

Additional Permitting/Inspection Requirements

Are you applying for this Zoning Certificate in association with one of the following activities?

- | | | |
|---|---|--|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Remodel/Alteration | <input type="checkbox"/> No Construction |
| <input type="checkbox"/> Change in Occupancy Classification | <input type="checkbox"/> No Previous Certificate of Occupancy | <input type="checkbox"/> Serving Food or Ice |
| <input type="checkbox"/> Smoking Allowed in Facility | <input type="checkbox"/> Tattoo or Body Piercing Facility | |

If so, a Certificate of Occupancy may be required. Please request a Zoning Use Verification For from the Planning Department and follow the steps outlined below:

- Step One** – Obtain Zoning/Land Use approval from the Planning Department for the proposed business use.
- Step Two** – Based on the above information if a valid Certificate of Occupancy is not found, no construction will take place or there is a change in occupancy classification, follow the procedures for an Investigative Certificate of Occupancy. A certificate of occupancy will be issued for new construction and remodel/alteration permits as part of the permit process at the completion of construction.
- Step Three** – Investigative Certificate of Occupancy requirements. This process starts with Building Safety. You will need to speak to a Commercial Plan Examiner to see what documents are required.
- Step Four** – When the permit for the Investigative Certificate of Occupancy has been paid for the applicant will pay for and set up an inspection from the Fire Marshal’s Office.
- Step Five** – If the proposed business will serve food, ice, allow smoking or tattoo or body piercing, permits need to be obtained from Environmental Health.
- Step Six** – Once inspections have been completed from Building Safety and the Fire Marshal’s Office application for the Investigative Certificate of Occupancy will be made to Building Safety.

Building Safety Office: 1314 Avenue K
 Lubbock, Texas 79457
 (806) 775 – 2087

Fire Marshal’s Office: 1601 Mac Davis Lane
 Lubbock, Texas 79401
 (806) 775 – 2646

If you have any questions pertaining to the City of Lubbock’s Zoning Certificate, please contact:

City of Lubbock Planning Department	Phone: (806) 775 - 2108	E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary’s Office	Phone: (806) 775 - 2061	E-mail: ocs@mylubbock.us

Paulina Madrid

Tipsy's Sprots Grill & Bar

5001 # a Ave Q

LUBBOCK, TX 79412

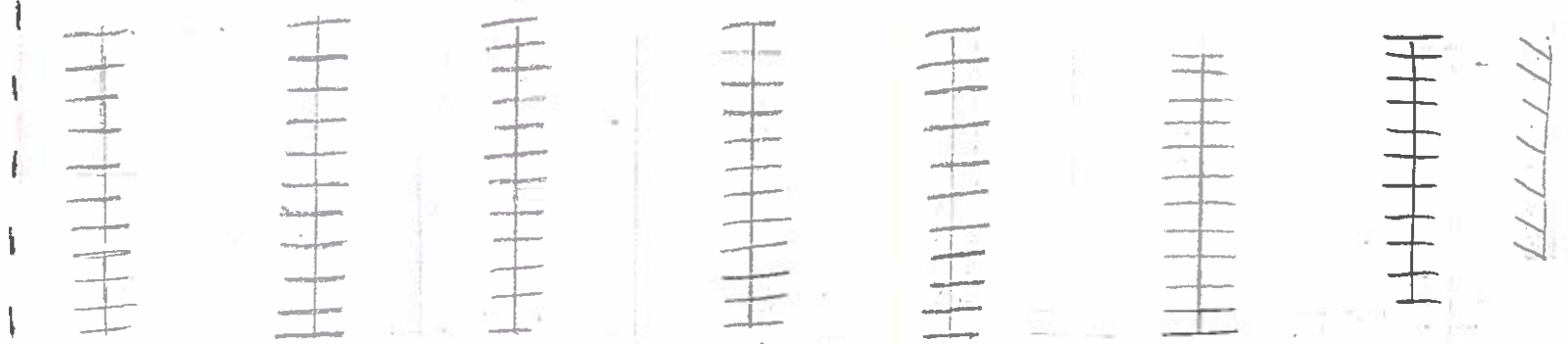
To whom it may concern I Paulina Madrid the owner to Tipys's Sports Grill & Bar. Located at 5001#a Ave Q in Lubbock, Tx.79412. The owner of the building is Mary Waller 5101 Ave Q Lubbock, Tx 79412. Is requesting the variance to the 300 feet of a school (Hodges Elementary) so you for consideration to this variance. I am also asking for all permits being requested from the TABC. The certificate are City Secretary, and County Clerk. Please consider my permits.

Thank you

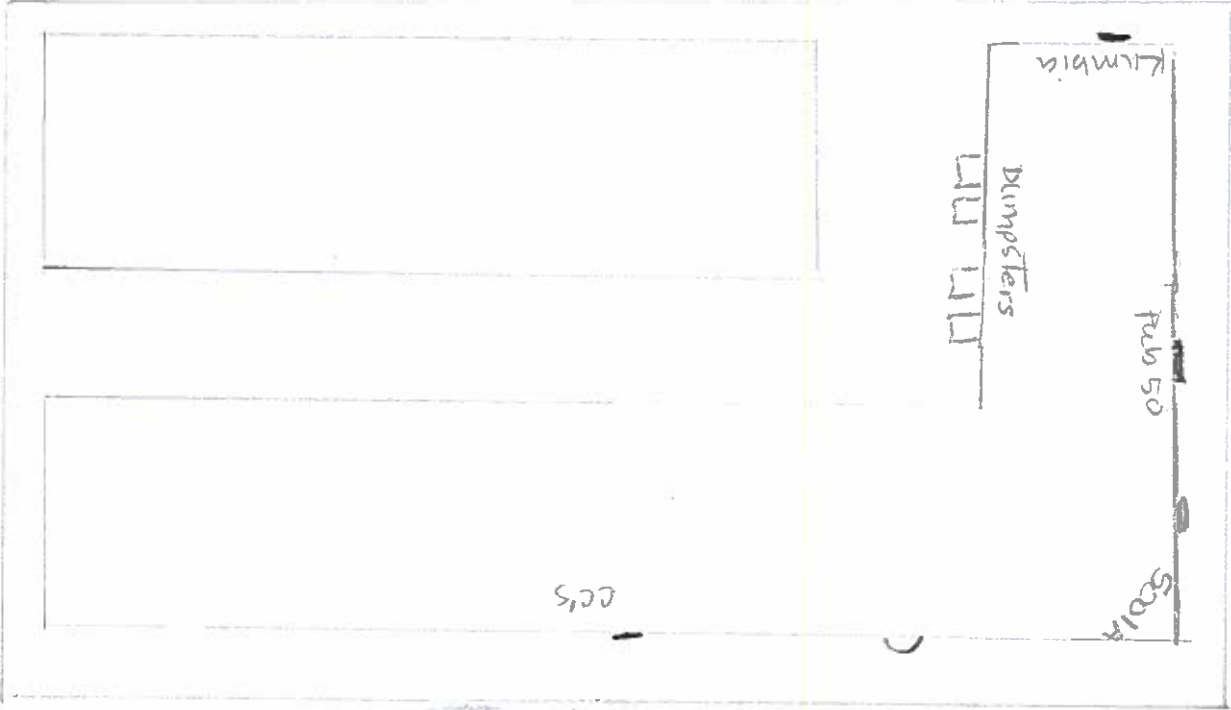
A handwritten signature in blue ink, appearing to be the initials 'PM' with a flourish extending to the right.

School

Ave P



150 parking spots



CC's

Dumpsters

Pub 50

Kumbia

Stairs



99 parking



50m

Wall greenery

Ave Q

Rawina Mudrud

Siteplan
Topsy's



Address: 5001# A AVE Q, LUBBOCK, TX, United States 79412

Business/Trade Name: Topsy's Sports Grill & Bar

Property Ownership

Property Type	Property Ownership Type	Entity Name
Land and Building	Owner	MARY WALLER

Location Investment

Investment Category	Investment By	Amount Invested	Term
Principal	Paulina Madrid	\$3000.00	Self investment no repayment.

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB Mixed Beverage Permit

MB/FB (RM) Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)

BG/FB Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

BG Wine and Beer Retailer's Permit - **Election for given location was held for:**
legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

Document reference ID : 43812

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 43812
Applicant Name: Paulina Madrid
License Type applied for: Late Hours Certificate (LH)

Applicant Information

Legal First Name: Paulina
Legal Middle Name:
Legal Last Name: Madrid
Address: 1704 77th St, Lubbock, TX, 79423
Email Address: pmadrid15@yahoo.com
Phone Number: 806-686-7139
Business Structure: Sole proprietorship
FEIN/SSN Number:
Historically Underutilized Business: No
Veteran-owned business: No
Secretary of State Filing Number: N/A
Date Filed: N/A
Filing State: TX

SEAL

Certificate of County Clerk For Late Hours Certificate

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, _____, that one of the below is correct:

The Commissioner's Court of the county has by order authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or

The Commissioner's Court of the county has by order authorized the sale of *beer* between midnight and _____ A.M.; or

The population of the city or county where premises are located was 500,00 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census of March 12, 2001; or

The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

County Clerk

_____,
COUNTY

SEAL



TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Document reference ID : 43836

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 43836

Applicant Name: Paulina Madrid

License Type applied for: Food and Beverage Certificate (FB)

Applicant Information

Legal First Name: Paulina

Legal Middle Name:

Legal Last Name: Madrid

Address: 1704 77th St, Lubbock, TX, 79423

Email Address: pmadrid15@yahoo.com

Phone Number: 806-686-7139

Business Structure: Sole proprietorship

FEIN/SSN Number:

Historically Underutilized Business: No

Veteran-owned business: No

Secretary of State Filing Number: N/A

Date Filed: N/A

Filing State: TX

Principal Parties

Principal Parent Entity

Principal Party

Role

%Ownership

Paulina Madrid

Paulina Madrid

Owner

100



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Promoting Communities

Payment Receipt

Thank you for submitting your payment to TABC. You will receive an email providing details related to your submission including TABC's anticipated processing time.

F/B

Application ID : 43836

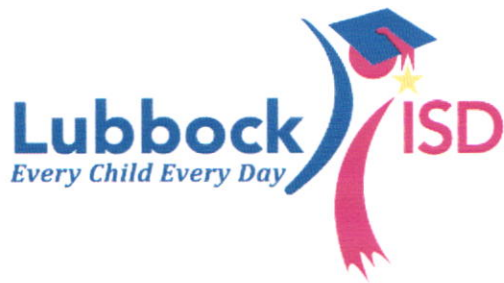
Entity Name : PAULINA MADRID

Payment Date : 12/02/2021

Method of Payment : ACH

Trade Name	Transaction Name	Amount
	New Food and Beverage Certificate	\$1,100.00

Total Amount : \$1,100.00



October 25, 2022

Lubbock City Council
1314 Avenue K
Lubbock, TX 79401

RE: November 1, 2022, City Council Meeting

To whom it may concern:

Lubbock Independent School District (LISD) is in receipt of a letter from the City of Lubbock dated October 13, 2022, regarding the City's granting of a potential variance for an on-premise alcohol permit within 300 feet of a school. In that regard, LISD has been given notice of a request from Topsy's Sports Grill & Bar that is requesting an alcoholic beverage permit in conjunction with an on-premises permit for their business to be located at 5101 Avenue Q South. The proposed business is within 300 feet of Hodges Elementary School.

Please be advised that LISD is opposed to the granting of the variance as having on-premises alcohol sold within 300 feet of the school is not in the best interest of LISD students.

Sincerely,

Dr. Kathy Rollo
Superintendent
Lubbock Independent School District

5001 Avenue Q, Suite A - ABP Request

4809 1806 1804 4820 4814
 1810 1704 4826

49TH ST
 1337 1335 1333 1331 1329 1327 1325 1323 1321 1319 1317 1315
 1320 1318

LEGEND

- Permit Requested
- Churches
- Schools
- Day Cares
- 300-Ft Buffer Churches
- 300-Ft Buffer Schools
- 300-Ft Buffer Day Cares
- Lakes
- Parks
- Parcels

AVE Q

4819 IGLESIA BAUTISTA TEMPLO
 4812 PARKWAY DR CHURCH OF CHRIST
 1628 1626 1606

4907 1510 1508 1506 1504 1320 1318

50TH ST

1619 1601 5001
 AVE Q SOUTH
 AVE P

GREATER WORKS EVANGELISTIC
 HODGES ELEMENTARY
 5001 YWCARE AT HODGES ELEMENTARY
 AVEN

1717 1701 1703
 SPRINGBOARD ACADEMICS

5201
 AVE Q SOUTH DR

52ND ST
 5201 1519 1517 1515 1511 1509 1507 1505 1503 1501
 1516

1721

5022

1721





AI# 11102

Regular City Council Meeting

11/01/2022:

6. 4.

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Red Canyon Development, LLC, for the requested annexation of an area of land generally described as 17.33 acres north of Woodrow Road and west of Quaker Avenue, into Lubbock's corporate limits, along with the adjacent right-of-way.

Item Summary

Red Canyon Development, LLC, is the owner of the tract of land containing approximately 17.33 acres north of Woodrow Road and west of Quaker Avenue, located in Section 6, Block AK, in Lubbock County. The owner is requesting consideration of voluntary annexation of the land into the City limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owner agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Red Canyon Development, LLC. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

Attachments

Resolution - Red Canyon Development Annexation

Municipal Services Agreement - Red Canyon Development Annexation

Petition - Woodrow & Quaker

Map - Woodrow & Quaker

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 Red Canyon Development, LLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure

Kelli Leisure, Assistant City Attorney

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS
AND RED CANYON DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY
COMPANY

This Municipal Services Agreement (“Agreement”) is entered into on _____ day of _____, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, (“City”) and Red Canyon Development, LLC, a Texas limited liability company (“Owner”), collectively referred to as (“Parties”).

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code (“LGC”) permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner owns a certain parcel of land situated in Lubbock, Texas which consists of approximately 17.33 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. 16, located at 4030 114th Street, Station No. 14, located at 2402 96th Street, and Station No. 19, located at 5826 98th Street. Station No. 16 is approximately 5.0 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 14 is approximately 6.0 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 19 is approximately 6.0 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed. This annexation would not require additional Outdoor Warning System sirens.

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. 16, located at 4030 114th Street, Station No. 14, located at 2402 96th Street, and Station No. 19, located at 5826 98th Street. Station No. 16 is approximately 5.0 miles from

the proposed annexation with an approximate response time of 6 to 7 minutes. Station 14 is approximately 6.0 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 19 is approximately 6.0 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department

services are authorized or offered outside of the City limits, including zoning.

b.Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a.Existing Services: None

b.Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a.Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b.Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration 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*: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted
- c. sizes of lines and meter sizes
- d. location for service connection
- e. deposits, charges, refunds
- f. cost of large mains may be partially paid by City, and other consideration, or
- g. when the City Council can declare a health hazard and install mains at public expense.

e. The annexation area may 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 granted 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

RED CANYON DEVELOPMENT, LLC
Thomas Payne, Co-Manager

TRAY PAYNE, MAYOR

Signature

ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 19 day of October, 2022, to certify which witness my hand and official seal.

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager FOR KS
Kristen Sager, Director of Planning

[Seal]

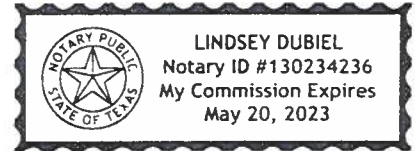
[Signature]

Lindsey Dubiel

[Printed name]

Lindsey Dubiel

Notary Public in and for the State of Texas



APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

RED CANYON DEVELOPMENT, LLC
Blake Womble, Co-Manager

Blake Womble
Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 19 day of October, 2022, to certify which witness my hand and official seal.

[Seal]

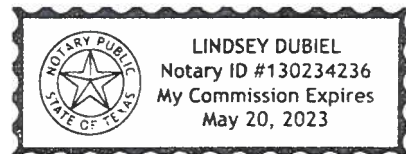
[Signature]

Lindsey Dubiel

[Printed name]

Lindsey Dubiel

Notary Public in and for the State of Texas





PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

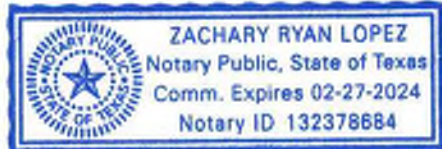
Signed: [Handwritten signature]

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS PAYNE, and [blank], 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 31st day of MARCH, 2022



[Handwritten signature]
Notary Public in and for LUBBOCK County, 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): RED CANYON DEVELOPMENT, LLC

Address: PO Box 64664

Address: Lubbock, TX, 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____) _____ Email: _____

Acreage of property: 16.05 Number of lots and proposed use: Vacant, proposed residential

Check one:

- I will represent my application and petition before city staff and the City Council.
- I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

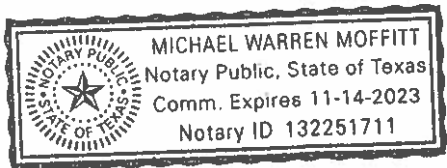
Signed: [Signature]
Thomas K. Payne, Manager of Red Canyon
Development, LLC

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne,
_____, and _____, known to me to
be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of October, 2022



[Signature]
Notary Public in and for Lubbock County,
Texas.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

[Handwritten Signature]
Blake Womble, Manager of Red Canyon
Development, LLC

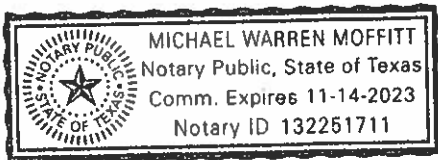
THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Blake Womble,
_____, and _____, known to me to

be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of October, 2022.



[Handwritten Signature]

Notary Public in and for Lubbock County,
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): Red Canyon Development, LLC

Address: P O Box 64664

Address: Lubbock Texas 79464

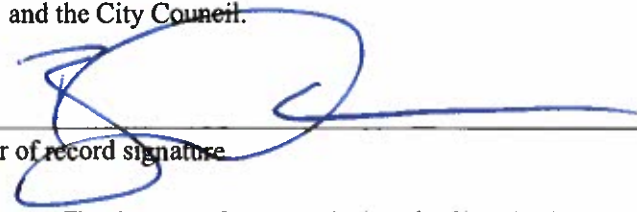
Telephone: (806) 441-9213 Email: blake.womble@gmail.com

Telephone: () Email:

Acreage of property: 17.33 Number of lots and proposed use: Vacant, proposed commercial

Check one:

- I will represent my application and petition before city staff and the City Council.
- I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.



Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- Annexation petition provided by City of Lubbock with notarized signature(s).
- Map of the subject property.
- A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- One digital copy of all of the above.
- If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): RED CANYON DEVELOPMENT, LLC

Address: PO Box 64664

Address: Lubbock, TX, 79464

Telephone: (806) 543-0667 **Email:** tpayn3@gmail.com

Telephone: () **Email:**

Acreage of property: 17.33 **Number of lots and proposed use:** Vacant, proposed commercial

Check one:

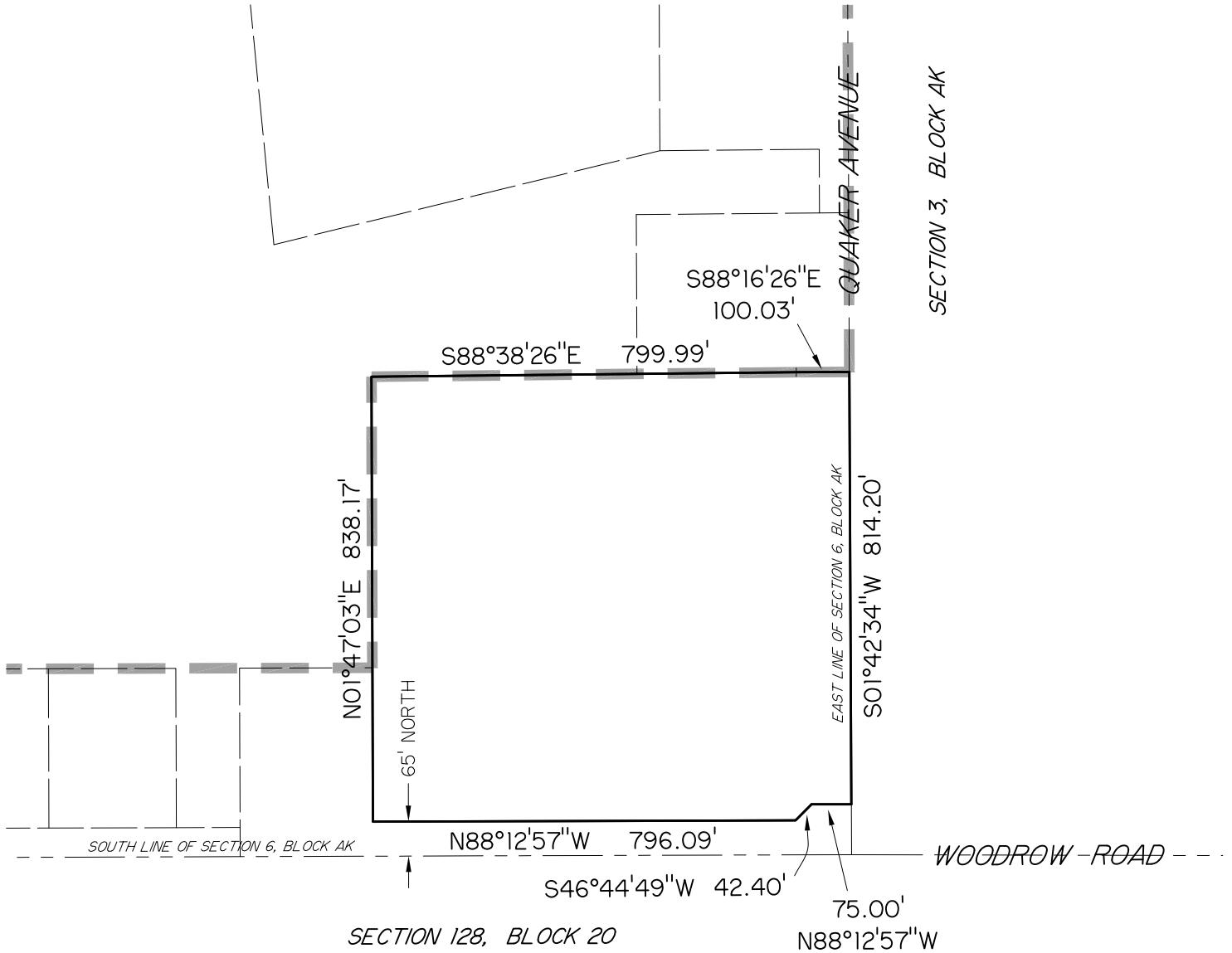
- I will represent my application and petition before city staff and the City Council.
- I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

EXHIBIT "A"

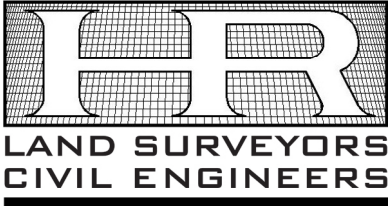
Sketch Illustrating Proposed Annexation



SCALE: 1"=300'
DATE: 06-06-2022

HR | **HUGO REED**
AND ASSOCIATES, INC.

LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TEXAS LICENSED SURVEYING FIRM 100676-00 | PHONE: 806 / 763-5642 | 1601 AVENUE N
TEXAS REGISTERED ENGINEERING FIRM F-760 | FAX: 806 / 763-3891 | LUBBOCK, TEXAS 79401



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 17.33 acre tract of land located in Section 6, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears N. 88°12'57" W. a distance of 105.08 feet and N. 01°47'03" E. a distance of 65.00 feet from the Southeast corner of Section 6, Block AK, being the most Southerly Southeast corner of this tract;

THENCE N. 88°12'57" W., along a line 65 feet North of and parallel to the South line of said Section 6, a distance of 796.09 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'03" E., at 290.00 feet pass a point in the Southern boundary of Tract A, Cooper West High School, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number (CCFN) 2021044896, Official Public Records of Lubbock County, Texas (OPRLCT), said point also being the Southern boundary of the current Lubbock city limits, continuing along the Southern boundary of said Tract A and the Southern boundary of the current city limits, for a total distance of 838.17 feet to a point for the Northwest corner of this tract;

THENCE S. 88°38'26" E., continuing along the Southern boundary of said Tract A and the Southern boundary of said current city limits, at 500.01 feet pass a corner of said Tract A and the Southwest corner of Tract "A" Woodrow Substation, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2021006622, OPRLCT, continuing for a total distance of 799.99 feet to a point;

THENCE S. 88°16'26" E., along the Southern boundary of said Tract "A", a distance of 100.03 feet to a point in the East line of said Section 6, said point being the Southeast corner of said Tract "A" and the Northeast corner of this tract;

THENCE S. 01°42'34" W., along the East line of said Section 6, a distance of 814.20 feet to a point for the most Easterly Southeast corner of this tract, whence the Southeast corner of said Section 6 bears S. 01°42'34" W. a distance of 95.00 feet;

THENCE N. 88°12'57" W., along a line 95 feet North of and parallel to the South line of said Section 6, a distance of 75.00 feet to a point;

THENCE S. 46°44'49" W. a distance of 42.40 feet to the Point of Beginning.

Contains: 17.33 acres

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

June 6, 2022

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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

After Recording, Return To:

Brad Lowry, Esq.
Jackson Walker LLP
2323 Ross Avenue
Suite 600
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF LUBBOCK §

That, effective as of October ^{gh} 2017, **GUETERMALOUF, LLC**, a Texas limited liability company, and **MALOUF'S DEVELOPMENTS, LLC**, a Texas limited liability company (collectively, "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by **RED CANYON DEVELOPMENT, LLC**, a Texas limited liability company ("**Grantee**") having an address at P.O. Box 64664, Lubbock, Texas 79464, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee to Peoples Bank ("**Lender**") of a real estate lien note in the original principal amount of \$3,120,000.00 secured by a vendor's lien herein retained and by the lien of a deed of trust to Larry Allen, Trustee on behalf of Lender, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, but subject to the Permitted Exceptions, all that certain lot, tract or parcel of real property situated in Lubbock County, Texas, described on Exhibit A attached hereto and made part hereof for all purposes (the "**Land**"), along with all buildings, improvements, fixtures and other items of real estate located thereon, together with all and singular Grantor's right, title and interest, if any, in any and all easements, licenses, rights of way, petroleum and mineral interests and royalties, air and subsurface rights, water rights, covenants, entitlements, development rights, declarant rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and all right, title and interest of Grantor in and to all roads, streets, avenues or alleys, open or closed, in front of or adjoining the real property (collectively, the "**Property**").

This General Warranty Deed is made and accepted expressly subject to liens described as part of the consideration and any other liens described in this instrument as being either assumed or subject to which title is taken; all presently recorded and validly existing easements, rights-of-way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other recorded 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 all restrictions, reservations, easements, covenants, conditions, and leases of record affecting the Property set forth on Exhibit B attached hereto and made a part hereof for all purposes Property (collectively the "**Permitted Exceptions**").



TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT and FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Permitted Exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.

But it is expressly agreed and stipulated that the vendor's lien, as well as superior title in and to the Property, is retained against the Property and assigned to Lender and its successors and assigns, without recourse, until the above-described note, all interest thereon and all other sums due and owing thereunder are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

**REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, this General Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the date first written above.

GRANTOR:

GUETERMALOUF, LLC,
a Texas limited liability company

By: *Dain Guetersloh*
Dain Guetersloh, Manager

By: *Amanda Guetersloh*
Amanda Guetersloh, Manager

MALOUF'S DEVELOPMENTS, LLC,
a Texas limited liability company

By: *Tony Malouf*
Tony Malouf, President

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

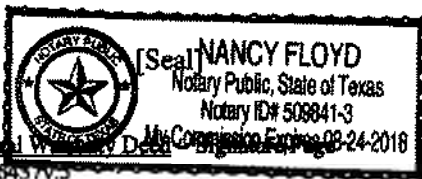
This instrument was acknowledged before me on the 9th day of October, 2017, by Tony Malouf, President of Malouf's Developments, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.



Nancy Floyd
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 9th day of October, 2017, by Dain Guetersloh, manager and member of GueterMalouf, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.



Nancy Floyd
NOTARY PUBLIC, State of Texas



STATE OF TEXAS

§
§
§

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 9th day of October, 2017, by Amanda Guetersloh, manager and member of GueterMalouf, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC, State of Texas

Exhibit A – Property

Exhibit B – Permitted Exceptions

EXHIBIT A

DESCRIPTION OF THE PROPERTY

METES AND BOUNDS DESCRIPTION of a 407.91 acre tract of land, more or less, out of a 421.0 acre tract described under County Clerk File No. 2008029898 of the Official Public Records of Lubbock County, Texas, located in Section 6, Block AK, E.L. & R.R. Railroad Company Survey, Abstract No. 760, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1" iron pipe found at the Northeast corner of Section 6, Block AK, E.L. & R.R. Railroad Company Survey, Abstract No. 760, Lubbock County, Texas, said 421.0 acre tract and this tract;

THENCE S. 01°42'34" W., along the East line of said Section 6 and the Eastern boundary of said 421.0 acre tract a distance of 5285.50 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of said Section 6, said 421.0 acre tract and this tract;

THENCE N. 88°12'57" W., along the South line of said Section 6 and the Southern boundary of said 421.0 acre tract a distance of 2850.29 feet to a "MAG" nail found at the Southeast corner of a 1.5 acre tract, described under County Clerk File No. 2016040572 of the Official Public Records of Lubbock County, Texas and the most Southerly Southwest corner of this tract, from whence a 1/2" iron rod with cap marked "HRA" found at the Southwest corner of a 11.6 acre tract described under County Clerk File No. 2012010954 of the Official Public Records of Lubbock County, Texas and the Southwest corner of said 421.0 acre tract bears N. 88°12'57" W. a distance of 620.00 feet;

THENCE N. 01°43'00" E., along the Eastern boundary of said 1.5 acre tract at 40.00 feet pass a 1/2" iron rod with cap marked "STEVENS" found in the North line of a 40 foot right-of-way easement described in Volume 595, Page 29 of the Deed Records of Lubbock County, Texas, at 55.00 feet pass a point for the North line of a 55 foot right-of-way easement described in Volume 2356, Page 290 of the Real Property Records of Lubbock County, Texas, continuing for a total distance of 918.30 feet to a 1/2" iron rod with cap marked "STEVENS" found at the Northeast corner of said 1.5 acre tract and an "ell" corner of this tract;

THENCE N. 88°12'57" W., along the Northern boundary of said 1.5 acre tract a distance of 620.00 feet to a 1/2" iron rod found in the Eastern boundary of a 10.0 acre tract described in Volume 5475, Page 160 of the Real Property Records of Lubbock County, Texas and Volume 8961, Page 113 (Tract 1) of the Official Public Records of Lubbock County, Texas, at the Northwest corner of said 1.5 acre tract and the most Westerly Southwest corner of this tract, from whence a 1/2" iron rod with cap marked "HRA" found at the Southwest corner of said 11.6 acre tract and the Southwest corner of said 421.0 acre tract bears S. 01°43'00" W. a distance of 918.30 feet;

THENCE N. 01°43'00" E., along the Eastern boundary of said 10.0 acre tract, a 10.0 acre tract described in Volume 5475, Page 160 of the Real Property Records of Lubbock County, Texas and Volume 8961, Page 113 (Tract 2) of the Official Public Records of Lubbock County, Texas, a 8.5 acre tract described under County Clerk File No. 2012012167 of the Official Public Records of Lubbock County, Texas, a 3.1 acre tract, and a 0.62 acre tract described under County Clerk File No. 2007011235 of the Official Public Records of Lubbock County, Texas, a 0.62 acre tract described under County Clerk File No. 2010006136 of the Official Public Records of Lubbock County, Texas, a 9.9 acre tract described under County Clerk File No. 2017024987 of the Official Public Records of Lubbock County, Texas, a 9.9 acre tract described under County Clerk File No. 2017024313 of the Official Public Records of Lubbock County, Texas, a 5.0 acre tract described in Volume 1768, Page 541 of the Deed Records of Lubbock County, Texas, a 14.9 acre tract described in Volume 4938, Page 95 of the Real Property Records of Lubbock County, Texas, a

9.9 acre tract described under County Clerk File No. 2013049808 of the Official Public Records of Lubbock County, Texas, Lot 9, Tumbleweed Pass Estates, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4845, Page 206 of the Real Property Records of Lubbock County, Texas, Lot 8, Tumbleweed Pass Estates, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4564, Page 280 of the Real Property Records of Lubbock County, Texas, a 3.3 acre tract described under County Clerk File No. 2008022288 of the Official Public Records of Lubbock County, Texas and the Western boundary of said 421.0 acre tract for a total distance of 4365.73 feet to a 3/8" iron rod found in the North line of said Section 6 at the Northeast corner of said 3.3 acre tract, the Northwest corner of said 421.0 acre tract and this tract;

THENCE S. 88°14'24" E., along the North line of said Section 6 and the Northern boundary of said 421.0 acre tract a distance of 3469.63 feet to the Point of Beginning. Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Lien for taxes and assessments for the year 2017 and subsequent years, not yet due and payable, and subsequent taxes and assessments by any taxing authority for prior years due to this sale or Grantee's use of the Property after the date hereof.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Official Real Property Records of Lubbock County, Texas, whether listed in this Exhibit "B" or not.
3. Right of way easement granted in favor of Lubbock County in instrument recorded in Volume 595, Page 29, of the Deed Records, Lubbock County, Texas.
4. Transmission right of way easement granted in favor of South Plains Electric Cooperative in instrument recorded in Volume 672, Page 92, of the Deed Records, Lubbock County, Texas.
5. Pipeline easement granted in favor of Adobe Gas Company in instrument recorded in Volume 1925, Page 966, of the Deed Records, Lubbock County, Texas.
6. Right of way easement granted in favor of Lubbock County in instrument recorded in Volume 2356, Page 290, of the Deed Records, Lubbock County, Texas.
7. Right of way easement granted in favor of Lubbock County in instrument recorded in Volume 3275, Page 91, of the Deed Records, Lubbock County, Texas.
8. Rights of any third parties relating to approximately 20 feet along the North portion of the Land lying within public road (146th Street) as set forth in Commissioners Court Minutes dated October 21, 1922, as shown on survey dated August 1, 2017, revised October 4, 2017, and October 6, 2017, prepared by Brent Carroll, Registered Professional Land Surveyor #5410.
9. Grantor excepts from this conveyance and reserves to themselves, and their successors and assigns, all of their interest in the oil, gas and other minerals in, on and under and that may be produced from the Property.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
10/11/2017 03:48 PM
FEE: \$50.00
2017036765

**COMPANY AGREEMENT
OF
RED CANYON DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

This Company Agreement of **RED CANYON DEVELOPMENT, LLC**, a Texas Limited Liability Company is executed as of the Effective Date, by each of the persons who signs this Agreement under the caption "Members" on the signature page of this Agreement.

**ARTICLE 1.
DEFINITIONS**

1.1 *Certain Definitions.* As used in this Agreement, each of the following terms has the meaning given to it below:

"*Affiliate*" shall mean (i) any person directly or indirectly controlling, controlled by or under common control with another person; (ii) any person that, directly or indirectly, owns or controls 10% or more of the outstanding voting securities or beneficial interests of such other person; (iii) any officer, director, trustee member, manager or general partner of such person; (iv) if such other person is an officer, director, member or manager, trustee or partner of another entity, then the entity for which that person acts in any such capacity; (v) any spouse or issue of the person or any person who is of a relationship described in Section 267 (b) of the IRS Code substituting 10% in place of 50%, where applicable, and (vi) an entity formed which is to be owned directly or indirectly for the benefit of any of the persons described in subparagraph (v) above. For purposes of this paragraph and for determining when a person is directly or indirectly controlling, controlled by or under, or controlled with any other person, the term "control" shall refer to an interest of 10% or more of the outstanding voting securities or beneficial interest of such person.

"*Agreement*" means this Company Agreement, as amended from time to time.

"*Assignee*" means a Person who receives a Transfer of all or a portion of the Membership Interest of a Member, but who has not been admitted to the Company as a Member in connection with such Transfer.

"*Base Rate*" means a rate per annum that from day to day is equal to the lesser of (a) the prime rate of interest as cited by *The Wall Street Journal* and (b) the maximum rate permitted by applicable laws, with each change in the rate to be made on the same date as any change in (a) or (b), as appropriate.

"*Business Day*" means any day other than a Saturday, a Sunday, or a holiday on which national banks in the State of Texas are permitted to be closed.

"*Capital Account*" means, with respect to any Member, the capital account maintained for a Member in accordance with the rules of Section 1.704-1(b)(2)(iv) of the Regulations.

“Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of property (other than money) contributed to the Company by such Member (or its predecessors in interest) with respect to their Membership Interest in the Company reduced by any indebtedness either assumed by the Company in connection with such contribution or to which such property is subject when contributed.

“Certificate” means, at any time, the certificate of formation of the Company filed with the Secretary of State of the State of Texas pursuant to the TBOC, as amended or restated at such time.

“Charity” or *“Charities”* means an organization or organizations described in each of Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended.

“Claims” means all losses, costs, liabilities, damages, and expenses (including court costs and fees and disbursements of counsel) incurred in connection with a Proceeding.

“Company” means the limited liability company formed pursuant to this Agreement.

“Distributable Cash” means all cash funds of the Company on hand at any time after payment of all expenses of the Company due as of such time, as reduced by the amount of the Working Capital Reserve and Liquidation Reserve, if any, at such time.

“Effective Date” means the later of (i) date all of the parties required to sign this Agreement have signed and delivered the Agreement, or (ii) the date the Company is formed, as set out herein.

“Fair Value” means, the fair value of the item being valued, as determined by an appraiser selected in accordance with the terms of this Agreement.

“Fiscal Year” means the fiscal year of the Company’s operations as selected by the Managers of the Company for accounting purposes.

“Family Member” or *“Family Members”* means the individual Member or Members, all of their descendants and any person who is married to any of such individuals (or was married to any of such individuals at the time of such individual’s death).

“Gross Asset Value” means, the value of any asset contributed to the Company as determined by the contributing Member and the Managers, and if no such agreement is reached, the assets adjusted basis for Federal income tax purposes.

“Gross Income” means, an amount equal to the Company’s gross income as determined for Federal income tax purposes but computed with the adjustments in paragraphs (a) and (b) of the definition of “Profits” and “Losses.”

“IRS Code” means, at any time, the Internal Revenue Code of 1986, as amended, or, from and after the date any successor statute becomes, by its terms, applicable to the Company, such successor statute, in each case as amended at such time by amendments that are,

at that time, applicable to the Company. All references to sections of the IRS Code include any corresponding provision or provisions of any such successor statute.

"Liquidation Reserve" means that reserve of Company funds held by the Company in connection with its process of winding up for the purpose of addressing obligations of the Company which may become due during the winding up process or after the termination of the Company.

"Majority" means, with respect to any group entitled to vote on a matter, more than Fifty Percent (50%) of the votes of that group.

"Management Fee" means, with respect to any calendar year, an amount determined for that year by the Members, if any (See, Section 6.4).

"Manager" means any Person named in the Articles as an initial manager of the Company and any Person hereafter elected as a manager of the Company as provided in this Agreement, but does not include any Person who has ceased to be a manager of the Company.

"Member" means each of the persons who execute this Agreement as a Member and becomes a Member under the terms of this Agreement as well as each person who is otherwise admitted to the Company as a Member under the terms of this Agreement.

"Membership Interest" means, at any time, the interest of a Member in the Company, including the right to receive distributions of Company assets and the right to receive allocations of income, gain, loss, deduction, or credit of the Company, but does not include the voting rights or management rights reserved to the Members under the terms of this Agreement (or the right to vote the Units relating thereto) until such holder of the Membership Interest has been admitted to the Company as a Member as to that Membership Interest.

"Notice" means any notice delivered in the manner set out in the "Miscellaneous" Section of this Agreement.

"Person" means any business entity, trust, estate, executor, administrator, or individual.

"Proceeding" means any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

"Profits and Losses" means, the Company's taxable income or taxable loss as determined under the IRS Code but with the following adjustments:

- (a) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to the definition of "Profits" and "Losses" will be added to such taxable income or loss;

- (b) Any expenditures of the Company described in IRS Code Section 705(a)(2)(B) or treated as IRS Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1 (b)(2)(iv)(i) of the Regulations that are not otherwise taken into account in computing Profits and Losses will be subtracted from such taxable income or loss.

“*Section*” means a section of this Agreement, unless the text indicates otherwise.

“*Sharing Ratio*” means the ratio in which the Members share Profits and Losses, from time to time, as set out under the terms of this Agreement.

“*Super Majority*” means, with respect to the Members or any group of Members entitled to vote on a matter, one or more members of that group who hold more than sixty six and 2/3rds of the votes held by that group.

“*TBOC*” means, at any time, the Business Organizations Code of the State of Texas, as amended, or, from and after the date any successor statute becomes, by its terms, applicable to the Company, such successor statute, in each case as amended at such time by amendments that are, at that time, applicable to the Company. All references to sections of the Business Organizations Code include any corresponding provision or provisions of any such successor statute.

“*Transfer*” means (a) any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other transfer of any Membership Interest or any interest therein, whether voluntary or involuntary, and whether during the transferor’s lifetime or upon or after the transferor’s death, including any transfer by operation of law, by court order, by judicial process, or by foreclosure, levy, or attachment; or (b) the act of making any of the foregoing.

“*Treasury Regulations*” or “*Regulations*” means, at any time, the Federal income tax regulations promulgated under the IRS Code that are in effect at such time and that, by their terms, are applicable to the Company at such time. All references to sections of the regulations include any corresponding provision or provisions of any such successor regulations.

“*Unit*” means an increment of interest in the Company assigned to each Member in connection with a Membership Interest that represents an original Capital Contribution of \$100.00 and which, in each case where the Members, or a group of Members are entitled to vote or make a decision under the terms of this Agreement, will carry one vote

“*Working Capital Reserve*” means those reserves which the Managers determine to be necessary or useful in their reasonable discretion for future cost, expenses, capital investment, or contingencies which may be incurred by the Company.

1.2 *Other Definitions; References to Definitions.* Other terms defined herein have the meanings so given them. Each reference in this Agreement to a definition is a reference to a definition contained in this Agreement, unless the context expressly provides otherwise.

ARTICLE 2. ORGANIZATIONAL MATTERS

2.1 *Formation.* The Members hereby form the Company pursuant to the TBOC, as of the Effective Date.

2.2 *Name.* The name of the Company is “**RED CANYON DEVELOPMENT, LLC.**” The business of the Company will at all times be conducted under such name and such other name or names as the Managers may select, from time to time.

2.3 *Name and Address of Initial Members.* The name and address of each Member is set forth on **Exhibit A**. Each such person shown on **Exhibit A** on the effective date of this Agreement is admitted to the Company as a Member upon its formation. Any change in the name or address of a Member of which the Company is given notice will be as set forth in the records of the Company and **Exhibit A** will be deemed amended appropriately. The Managers may substitute a new **Exhibit A** (indicating its effective date) to reflect such additional and/or different information. The records of the Company will be *prima facie* evidence of the status of any person as a Member.

2.4 *Registered Office and Registered Agent.* The address of the registered office of the Company in the State of Texas will be at **12402 Slide Road, Ste. 201, Lubbock, Texas 79424** and the name of the registered agent of the Company at such address will be **Thomas K. Payne**. The Managers may at any time, and from time to time, designate a new or successor registered office or registered agent, or both.

2.5 *Principal Office and Other Offices.* The principal address and place of business of the Company will be **12402 Slide Road, Ste. 201, Lubbock, Texas 79424** or such other place that is consistent with the purpose of the Company as the Managers may designate from time to time by notice to the Members. The Company may have such other office or offices as the Managers may designate from time to time by notice to the Members.

2.6 *Purpose.* The purpose of the Company is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the TBOC.

2.7 *Certificate; Foreign Qualification.* A certificate of formation that meets the requirements of the TBOC will be filed with the Secretary of State of the State of Texas and will be amended from time to time as required by the TBOC. Upon the request of the Managers, each Member will immediately execute all certificates and other documents consistent with the terms of this Agreement that the Managers believe are necessary or desirable for the Managers to accomplish all filing, recording, publishing, and other acts as may be appropriate to comply with all requirements to form, operate, qualify, and continue the Company as a (a) limited liability company under the TBOC and the laws of the State of Texas and (b) limited liability company, or a company in which each Member has limited liability in all other jurisdictions where the Company proposes to operate.

2.8 *Term.* The Company's existence will commence on the effective date of the initial filing of the Certificate with the Secretary of State of the State of Texas and will continue until the Company terminates pursuant to the terms of this Agreement. The Company may not

conduct business until the Certificate has been filed with the Secretary of State of the State of Texas.

2.9 *Merger, Conversion, Interest Exchange.* The Company may effect or participate in a merger, conversion, or interest exchange (as such terms are defined in the TBOC) or enter into an agreement to do so with the consent of the Managers and of a Super Majority of the Members.

ARTICLE 3. MEMBERSHIP

3.1 *Initial Members.* The initial Members of the Company are the Persons executing this Agreement as Members as of the Effective Date of this Agreement, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement and the formation of the Company.

3.2 *Sharing Ratio.* The Sharing Ratio for each of the Members is set out below.

<u>Member</u>	<u>Sharing Ratio</u>
3 Wiggle, LLC	60.00%
Blake Womble	20.00%
<u>Thomas K. Payne</u>	<u>20.00%</u>
Total	100.00%

3.3 *Limitations on Members' Rights.* Except as otherwise specifically provided in these Regulations to the contrary, no Member shall have the right:

- (a) To participate in the control of the business affairs of the Company except as expressly provided herein; transact any business on behalf of or in the name of the Company; or have any power or authority to bind or obligate the Company; such powers being vested in the Managers.
- (b) To have his/her capital contribution repaid except to the extent provided in this Agreement.
- (c) To require partition of the Company's property or to compel any sale or appraisal of the Company's assets.
- (d) To sell, transfer, or assign his/her interest in the Company, except as provided in this Agreement.

3.4 *New Members.* The Managers may admit additional Members and issue additional Membership Interest with additional Units in the Company on the terms and conditions which are approved by a Super Majority of the Members. At the time any new Members are admitted to the Company the Sharing Ratios shall be adjusted to reflect the terms and conditions upon which the new Members have been admitted.

ARTICLE 4.
CAPITAL CONTRIBUTIONS AND LOANS

4.1 *Contribution.* Simultaneously with the execution of this Agreement, the Members will contribute to the Company that property set out opposite their respective name on Exhibit B attached hereto. In consideration for such contribution, the Company shall cause to be issued to each of the Members (i) the Membership Interest and (ii) the number of Units in the Company set out on Exhibit A attached hereto.

4.2 (a) No later than September 15, 2017 each Member shall contribute to the company the following amounts in order to provide for equity required to purchase that certain land described as approximately 400 acres purchased from Guetermalouf, LLC. The Purchase Price of the land is \$4,750,000.00. The Managers will secure Debt equal to 65% of the Purchase Price. The Members will contribute the following percentages of the 35% Equity required:

<u>Member</u>	<u>Sharing Ratio of Equity</u>
3 Wiggle, LLC	75.00%
Blake Womble	25.00%
<u>Thomas K. Payne</u>	<u>0.00%</u>
Total	100.00%

The Members will contribute the following percentages into the Company each month for the Member's portion of the monthly payment due on the 65% Debt:

<u>Member</u>	<u>Sharing Ratio of Debt Payment</u>
3 Wiggle, LLC	60.00%
Blake Womble	20.00%
<u>Thomas K. Payne</u>	<u>20.00%</u>
Total	100.00%

(b) Subsequent *Additional Contributions.* If Members by a Super Majority vote at a duly called regular or special meeting of the Members or pursuant to a consent without meeting determine that additional capital for the Company is required (above and beyond that set forth in paragraph 4.2(a) above), each Member shall make contribution to the additional capital in the same proportion as each Member's Sharing Ratio, within thirty (30) days after the Super Majority vote approving the additional capital. A Member's obligation to make any such additional capital contribution is binding upon the Member and any permitted successor to the Member, notwithstanding the Member's or successor's death, disability, or other change in circumstance. A failure by a Member to timely make a capital contribution (a "Failing Member") shall allow the Members who did timely make their capital contributions to elect, by a Majority vote of the Members who did make such capital contribution, one of the following options:

- (a) Make the Failing Member's capital contribution, but in that event, the non-failing Members who make such capital contribution shall be entitled to receive all distributions from the Company to which the Failing Member is entitled until such time as the non-failing Members have received an amount equal to the amount they so contributed on behalf of the Failing Member plus an amount the equivalent of interest at the rate of ten percent (10%) per annum. In the event the provisions of this subparagraph (a) are elected, each non-failing Member shall contribute the proportion of the Failing Member's required capital contribution as represents each such non-failing Member's Sharing Ratio as compared to the total Sharing Ratios of all non-failing Members; or
- (b) Allow the Failing Member to continue as a Member, but with the Company retaining an amount of cash distributions to which the Failing Member is entitled until such time as the amount so retained is equal to the amount of the capital contribution required of the Failing Member plus an amount the equivalent of interest at the rate of ten percent (10%) per annum.

4.3 *No Additional Contributions.* No Member will be required to make any Capital Contributions to the Company beyond those described in this Agreement, otherwise agreed to in writing by the Members from whom such additional Capital Contribution is sought or as may be required by a non-waivable provision of the TBOC.

4.4 *Return of Contributions.* No Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unreturned Capital Contribution is not a liability of the Company or of any Member.

4.5 *Loans by Members.* Any Member, with the Managers' consent, may loan funds to or on behalf of the Company. Unless otherwise agreed by the Company and the lending Member, a loan described in this Section is payable on demand, bears interest at the Base Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

4.6 *Capital Accounts.* There will be established for each Member a Capital Account on the books of the Company to be maintained and adjusted pursuant to this Agreement, including adjustments for contributions, distributions, and allocations of Profits and Losses.

4.7 *Other Provisions With Respect to Capital Contributions.* Except as otherwise provided in this Agreement, no Member will be entitled to priority over any other Member with respect to a return of its Capital Contributions.

ARTICLE 5. DISTRIBUTIONS AND ALLOCATIONS OF PROFITS AND LOSSES

5.1 *Distributions of Distributable Cash.* Except as set out in Section 5.2, Distributable Cash will be distributed to the Members at such times as the Managers determine,

in their sole reasonable discretion. Distributions of cash or property in respect of a Company Interest will be made only to the Person who, according to the books and records of the Company, is the holder of a Membership Interest in the Company on the date of such distribution. The date for any distribution of Distributable Cash will be determined by the Managers, in their sole discretion. The Distributable Cash of the Company (if any) will be distributed to the record owners of the Membership Interest in accordance with their Sharing Ratios. In the event of disagreement between the as to distributing or not distributing available cash will be resolved via a vote of the Members.

5.2 *Prohibited Distributions.* Distributions may not be made to the Members of the Company if, immediately after the making of the distribution, the liabilities of the Company will exceed the Fair Value of the Company's assets in the manner determined in Section 101.206 of the TBOC.

5.3 *Working Capital Reserve.* From time to time, the Managers, in their sole discretion, may establish and maintain a Working Capital Reserve. If and to the extent the Managers determine, in their sole discretion, that funds in the Working Capital Reserve that have not been utilized by the Company are no longer required to be so maintained, such funds will be released from the Working Capital Reserve and distributed in the manner in which they would have been distributed had they not been set aside to fund such Working Capital Reserve. The Managers will determine, in their sole discretion, the periods to which any funds released from the Working Capital Reserve are attributable.

5.4 *Distribution in Kind.* No assets will be distributed in kind, regardless of any potential unrealized depreciation or appreciation in respect thereof. Any in-kind distributions will be made proportionately among the Members in accordance with the percentage of the distributions the Members are entitled to receive, as set out in this Agreement.

5.5 *Allocation of Profits and Losses.* Profits and Losses for each Adjustment Period will be allocated among the Members in accordance with their Sharing Ratio as set out in this Agreement.

5.6 *Special Allocations.* The following special allocations will be made in the following order before allocations of Profits and Losses are made: None.

5.7 *Qualified Income Offset* Notwithstanding any other provision of this Article, in the event any Member unexpectedly receives any adjustments, allocations, on distributions described in Regulations Sections 1.704(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the IRS Code, items of Company income and gain shall be specifically allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article have been tentatively made as if this Section were not in the Agreement. For the purpose of this Agreement, the term Adjusted Capital Account shall mean that Member's Capital Account after (i) crediting to the Capital Account any amount which the Member is deemed to be obligated to restore pursuant to 1.704-1(b)(2)(g)(1) and 1.704-1(b)(2)(5), crediting to the Capital Account any sums the Member is unconditionally obligated to

contribute to the Company, and (ii) debiting the items set out in 1.704(1)(b)(ii)(d)(4),(5) and (6). An Adjusted Capital Account Deficit means the deficit balance in such Adjusted Capital Account.

5.8 *Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations relating to the IRS Code, notwithstanding any other provision to this Article, if there is a net decrease in the Member's Minimum Gain during any Company fiscal year and it is required for the allocations under this Article to have substantial economic effect, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Members Minimum Gain, determined in accordance with Treasury Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with applicable Treasury Regulations. This Section is intended to comply with the minimum gain chargeback requirements of Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

5.9 *Basis Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company asset is required pursuant to IRS Code Section 732(d), Code Section 734(b), or Code Section 743(b), the Capital Accounts of the Member will be adjusted pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations.

5.10 *Allocations Under Section 704(c) of the Code.* In accordance with IRS Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company will, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such asset to the Company for federal income tax purposes and the Gross Asset Value of the property. Allocations under this Section 5.9 are solely for purposes of federal, state, and local taxes and will not affect, on in any way be taken into account in computing, any Member's Capital Account on share of Profits and Losses or other items or distributions under any provision of this Agreement.

5.11 *Curative Allocations.* The allocations set forth in this Article 5 (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b). Notwithstanding any other provisions of this Article 5, the Regulatory Allocations shall be taken into account in allocating other Profits and Losses and items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other Profits and Losses, and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. The Managers shall have the discretion to make any modification to this Agreement deemed reasonably necessary to cause the allocations described in this Article 5 to more properly reflect the allocations intended hereunder, and each Member does hereby appoint each Manager, acting pursuant to a proper determination of the Managers, to act as attorney-in-fact through a power of attorney coupled with an interest to do so.

5.12 *Other Distribution and Allocation Rules.*

- (a) *Withholding.* Notwithstanding anything to the contrary contained in this Agreement, the Managers, in their sole discretion, may withhold from any distribution of Distributable Cash or other cash or other property to any Member contemplated by this Agreement any amounts due from such Member to the Company, or any other Member in connection with the business of the Company to the extent not otherwise paid. If any provision of the IRS Code, the Regulations, or state or local law or regulations requires the Company to withhold any tax with respect to a Member's distributive share of Company income, gain, loss, deduction, or credit, the Company will withhold the required amount and pay the same over to the taxing authorities as required by such provision. The amount withheld will be deducted from the amount that would otherwise be distributed to that Member, but will be treated as though it had been distributed to the Member with respect to which the Company is required to withhold. If at any time the amount required to be withheld by the Company exceeds the amount of money that would otherwise be distributed to the Member with respect to which the withholding requirement applies, then that Member will make a Capital Contribution to the Company equal to the excess of the amount required to be withheld over the amount, if any, of money that would otherwise be distributed to that Member and that is available to be applied against the withholding requirement. Each of the Members represent that each such Member is not aware of any provision of the IRS Code, the Regulations, or state or local law or regulations that currently require withholding of any tax by the Company with respect to such Member.
- (b) *Allocations Upon Transfers of Company Interests.* If the Sharing Ratios are increased or decreased by reason of the admission of a new Member or otherwise, then Profits and Losses for a fiscal year will be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (*i.e.*, the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day will be allocated among the Members based upon their respective interests in the Company at the close of such day. For the purpose of accounting convenience and simplicity, the Company will treat a Transfer of, or an increase or decrease in Membership Interest that occurs at any time during a semimonthly period as having been consummated on the first day of such semi-monthly period, regardless of when during such semi-monthly period such Transfer, increase or decrease actually occurs (*i.e.*, Transfers or increases or decreases made during the first 15 days of any month will be deemed to have been made on the first day of the month and Transfers or increases or decreases thereafter will be deemed to have been made on the 16th day of the month).
- (c) *Other Items.* Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and other allocations not

otherwise provided for will be divided among the Members in proportions to their Sharing Ratios for the period during which such items were allocated.

ARTICLE 6. MANAGEMENT; RIGHTS AND DUTIES OF MANAGERS

6.1 *Management of Company Affairs.* The Company will have one or more Managers who will have the full, complete, and exclusive authority to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, all subject to any restrictions imposed by applicable law or expressly imposed by this Agreement. In addition to the powers now or hereafter granted to the Managers of a limited liability company under applicable law or that are granted to the Managers under any provision of this Agreement (but subject to the limitations described in Section 6.1 and elsewhere in this Agreement), the Managers will have the power, for and on behalf and in the name of the Company, to carry out and implement the purpose of the Company set forth in Section 2.6 and to do all things necessary or desirable or expedient in connection therewith on incidental thereto and to manage, conduct, and supervise the day-to-day business affairs of the Company and, without limiting the generality of the foregoing, to cause the Company to do the following:

- (a) to acquire, purchase, own, hold, maintain, develop, operate, sell, exchange, lease, sublet, assign, transfer, or otherwise dispose of tangible and intangible properties of any kind and character, including but not limited to real estate, whether improved or unimproved; and, to utilize the real estate and personal property of the Company as collateral for loans to the Company;
- (b) to enter into, become bound by, and perform obligations under contracts and instruments and to make all decisions and waivers thereunder;
- (c) to open, maintain, and close bank accounts, make withdrawals therefrom, and designate and change signatories on such accounts;
- (d) to procure and maintain with responsible companies insurance, including general liability, bodily injury, and property damage insurance, in amounts that are available and that are generally carried by similar entities;
- (e) to incur all legal, accounting, investment banking, independent financial consulting, litigation, brokerage, registration, and other fees and expenses as it may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred;
- (f) to collect amounts due the Company, settle claims, prosecute and defend lawsuits, and handle matters with governmental agencies;
- (g) to exercise the voting rights of the Company on account of its ownership in any other Person; provided however, that if the action to be voted on is

one that, if taken by the Company itself, would require the approval of the Members, such approval will be required before the Managers exercise such voting rights to approve such action;

- (h) to borrow funds or otherwise commit the credit of the Company; and
- (i) to make, constitute, and appoint, by written document duly executed and acknowledged, any Person who does not suffer any legal disability, contractual or otherwise, that would prohibit such Person from so acting, as the Company's true and lawful attorney and agent for it and in its name, place, and stead and for its use and benefit to perform any act or exercise any power or authority, all as specified in such document, that the Managers might perform or exercise in accordance with this Agreement; provided, however, that no such appointment will relieve the Managers of the duties and obligations imposed on them under this Agreement or the TBOC.

6.2 *Limitations on Powers and Authority of the Managers.* Notwithstanding the provisions of Section 6.1, the Managers may not cause the Company to do any of the following without the consent of a Majority of the Members:

- (a) do any act in violation of this Agreement;
- (b) do any act that would make it impossible to carry on the ordinary business of the Company (except in connection with the winding up of the Company's business);
- (c) admit a Person as a Member except as otherwise expressly permitted by this Agreement;
- (d) possess Company property or assign its rights in Company property, other than for a Company purpose;
- (e) amend this Agreement except as otherwise expressly permitted by this Agreement;
- (f) any acts which require the prior approval of the Members; or
- (g) sell substantially all of the assets of the Company.

6.3 *Reliance on Authority.* In its dealings with the Company, a third party may rely on the authority of the Managers to bind the Company without reviewing the provisions of this Agreement or confirming compliance with the provisions of this Agreement.

6.4 *Compensation.* Beginning as of the date of this Agreement, the Managers will be entitled to receive a Management Fee for their services provided in managing the Company and its operations, in an amount to be determined by the Members. The Management Fee and any other compensation will be paid from time to time as determined by the Members.

6.5 *Reimbursement.* The Managers are not required to advance any funds to pay costs and expenses of the Company. If the Managers do incur out-of-pocket costs and expenses in performing their duties under this Agreement, including the portion of its overhead costs and expenses that the Managers determine are allocable to the Company, the Managers are entitled to be reimbursed by the Company for such costs and expenses.

6.6 *Standards of Performance.* Except as otherwise provided in this Agreement, the Managers will perform their duties with respect to the Company in good faith and will devote such time and effort to the Company business and operations as the Managers believe is reasonably necessary to manage the affairs of the Company prudently and only to the extent that the Company has the funds available to permit the Managers to perform such duties. The Managers and their respective affiliates, and all officers, directors, employees and agents acting in that capacity, shall not be liable to the Company or its Members for any losses sustained or liabilities incurred as a result of any act or omission of such Person, if they acted in good faith and in a manner it believed to be in, or not opposed to, the interests of the Company. In the event a question should arise as to a Manager regarding their liability in connection with their duties hereunder to the Company or another Member of the Company they shall have no more duty or liability in connection therewith than if they were acting as a member of the board of directors of a Texas company which was carrying out the duties and responsibilities of the corporation

ARTICLE 7. MEETINGS OF THE MANAGERS

7.1 *Management.* The powers of the Company shall be exercised by and under the authority of, and business and affairs of the Company shall be managed under the direction of, the Managers of the Company.

7.2 *Number; Qualification; Election; Term.* The Managers shall consist of at least one (1), but not more than three (3) Managers, none of whom need to be Members or residents of any particular state. The initial and sole Manager, as set out in the Certificate, is:

Thomas K. Payne

The Members hereby vote unanimously that subsequent to the initial formation of the Company Blake Womble and Thomas K. Payne will be the Co-Managers of the Company.

There shall remain two Managers unless the Members vote (as provided in Section 7.3 of this Agreement by Super Majority) to increase the number to not more than three Managers. Future or additional Managers shall be elected by a Majority of the Members, except as provided in Sections 7.3 and 7.5 of this Agreement. Each Manager elected shall hold office until his or her successor shall be elected and shall qualify.

7.3 *Change in Number.* The number of Managers may be increased or decreased from time to time by amendment to this Agreement only with the vote of a Super Majority of all the Members, but no decrease shall have the effect of shortening the term of any incumbent Manager. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by election of a Majority of the Members.

7.4 *Removal.* Any Manager may be removed either for or without cause at any meeting of Members, by the affirmative vote of a Super Majority of the Members if notice of intention to act upon such matter shall have been given in the notice calling such meeting.

7.5 *Vacancies.* Any vacancy occurring in the Managers by reason of the increase in the number of Managers, may be filled by vote of a Super Majority of the remaining Managers though less than a quorum of the Managers. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

7.6 *Election.* Each Manager shall be elected by the vote of a Majority of the Members at a meeting of Members at which a quorum is present.

7.7 *Meetings.* Regular meetings of the Managers shall be held on such date or dates as may be determined by the Managers, from time to time. At least one regular meeting of the Managers will be conducted each year. Meetings of the Managers may be called by the President or any Manager on three (3) days' notice to each Manager, either personally or by mail or by facsimile. Except as otherwise expressly provided by this Agreement, neither the business to be transacted at, nor the purpose of, any meeting need be specified in a notice or waiver of notice.

7.8 *Place of Meetings.* Meetings of the Managers may be held within or outside of the State of Texas.

7.9 *Quorum; Unanimous Vote of Managers; Number of Votes Allocated to Each Manager.* At meetings of the Managers, a majority of the Managers fixed by this Agreement must be present to constitute a quorum for the transaction of business. The majority act of the Managers present at a meeting at which a quorum is present shall be required for the act of the Managers, except as otherwise specifically provided by statute, the Certificate, or this Agreement. If a quorum is not present at a meeting of the Managers, the Managers present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. With respect to all matters voted upon by the Managers, each Manager shall have one vote for each Unit owned by the Manager in the Company. Managers who are not Members shall be entitled to one vote.

7.10 *Notice of Meetings.* Notice stating the place, day and hour of the meeting shall be delivered to each Manager not less than three (3), nor more than sixty (60) days before the date of the meeting, by or at the direction of the Member or Members who called the meeting, the President, or other person calling the meeting. The actions or activities to be addressed at a meeting of the Managers (general or special) is not required to be set out in the notice.

7.11 *Waiver of Notice.* Attendance of a Manager at a meeting shall constitute a waiver of notification of the meeting, except where such Manager attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notification of the meeting but not so included, if the objection is expressly made at the meeting,

7.12 *Minutes of Meeting.* The Managers shall keep regular Minutes of its proceedings. The Minutes shall be placed in the records of the Company.

7.13 *Action Without Meeting.* Any action that may be taken, or that is required by law or this Agreement to be taken by the Managers, or any group thereof, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, will have been signed by the Managers whose consent is necessary to take the action. The consent may be in one or more counterparts. For purposes of this Section, a telegram, telex, cablegram, or similar transmission by a Person or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Person will be regarded as signed by that Person. In any request for consent or approval from another Manager, the requesting Manager(s) may specify a response period, ending no earlier than the fifth day following the date on which the Manager whose consent or approval is sought receives the request. If the receiving Manager does not respond by the end of this period, it will be deemed to have not consented to or approved the action set forth in the request. The signed consent, or a signed copy, shall be placed in the Records of the Company.

7.14 *Action by Telephone Conference.* Members may participate in and hold a meeting by means of a conference telephone or similar communications equipment or other suitable electronic communications equipment, including video conferencing technology, or the internet, or a combination thereof, by means of which all Persons participating in the meeting can hear each other and participate in the meeting. Participation in such meeting will constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.15 *Proxies.* Managers are entitled to vote by and through a person holding a valid written proxy. A telegram, telex, cablegram, or similar transmission by the Manager, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the Manager, shall be treated as an execution in writing for the purposes of this Agreement. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting

ARTICLE 8. COMMITTEES; DELEGATION OF AUTHORITY TO INDIVIDUAL MANAGERS

8.1 *Designation.* The Managers may, by the affirmative vote of a Super Majority of the Managers (or by the act of the sole Manager, if there be only one Manager), designate one or more committees, each of which shall be comprised of one or more Manager, and may designate one or more of its Managers as alternate participant of any committee, who may, subject to the limitations imposed by the Managers, replace absent or disqualified Managers at any meeting of that committee. In addition, the Managers may, by the affirmative vote of a Super Majority of the Managers, delegate to one or more Managers such authority and duties, and assign to them such titles, as the Managers may deem advisable; any such delegation may be revoked at any time by the Managers.

8.2 *Authority.* All committees and designated Managers, to the extent provided in such resolution, shall have and may exercise all of the authority of the Managers in the management of the business and affairs of the Company.

8.3 *Term.* All committees shall serve for the term appointed by the Managers.

8.4 *Change in Number.* The number of committee members of a particular committee may be increased or decreased from time to time by resolution adopted by the Managers.

8.5 *Removal.* Any member of a committee may be removed by the Managers.

8.6 *Vacancies.* A vacancy occurring on a committee (by death, resignation, removal or otherwise) may be filled by the Managers.

8.7 *Meetings.* Time, place and notice (if any) of a committee meeting shall be determined by the committee.

8.8 *Quorum; Vote of a Majority.* At meetings of a committee, a Majority of the number of committee members designated by the Managers shall constitute a quorum for the transaction of business. The act of a Majority of the committee members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at a meeting of a committee, the committee members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Each committee member shall have one vote. Committee members are entitled to vote by and through a person holding a valid written proxy. A telegram, telex, cablegram, or similar transmission by the Committee member, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the Committee member, shall be treated as an execution in writing for the purposes of this Agreement. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting.

8.9 *Compensation.* By resolution of the Managers, the members of a committee may be paid their expenses, if any, of attendance at each meeting of the committee and may be paid a fixed sum for attendance at each meeting of the committee or a stated salary as a member of the committee. No such payment shall preclude any committee member from serving the Company in any other capacity and receiving compensation therefore.

8.10 *Procedure.* Each committee shall keep regular minutes of its proceedings and report the same to the Managers when required. The minutes of the proceedings of a committee shall be placed in the records of the Company.

8.11 *Action Without Meeting.* Any action that may be taken, or that is required by law or this Agreement to be taken by the committee may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, will have been signed by the committee members whose consent is necessary to take the action.

The consent may be in one or more counterparts. For purposes of this Section, a telegram, telex, cablegram, or similar transmission by a Person or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Person will be regarded as signed by that Person. The signed consent, or a signed copy, shall be placed in the Records of the Company.

8.12 *Telephone and Similar Meetings.* Committee members may participate in and hold a meeting by means of conference telephone, similar communications equipment on other suitable electronic communications equipment, including video conferencing technology, or the internet, or a combination thereof, by means of which all Persons participating in the meeting can hear each other and participate in the meeting. Participation in such meeting will constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.13 *Responsibility.* The designation of a committee and the delegation of authority to it shall not operate to relieve the Managers, or any member thereof, of any responsibility imposed upon it or him by law.

ARTICLE 9. OFFICERS AND AGENTS

9.1 *Number; Qualification; Election; Term.* The Company may have a President, Secretary; and such other officers (including any Vice Presidents and a Treasurer) and assistant officers and agents as the Managers may deem necessary.

- (a) No officer or agent need be a Member, a Manager or a resident of Texas.
- (b) Officers shall be elected by the Managers.
- (c) Unless otherwise specified by the Managers at the time of election or appointment, or in an employment contract approved by the Managers, each officer's and agent's term shall end one year from the date of appointment or, if earlier, his death, resignation, or removal.
- (d) Any two or more offices may be held by the same person.

9.2 *Removal.* Any officer or agent elected or appointed by the Managers may be removed by the Managers. Election or appointment of an officer or agent shall not of itself, nor shall anything in this Agreement, create contract rights.

9.3 *Vacancies.* Any vacancy occurring in any office of the Company (by death, resignation, removal or otherwise) may be filled by the Managers.

9.4 *Authority.* Officers and agents shall have such authority and perform such duties in the management of the Company as are provided in this Agreement or as may be determined by resolution of the Managers not inconsistent with this Agreement.

9.5 *President.* If the Company should elect to have one, the President shall be the Chief Executive Officer of the Company; he shall preside at all meetings of the Members and Managers, shall have general and active management of the business and affairs of the Company, and shall see that all orders and resolutions of the Members and Managers are carried into effect.

He shall perform such other duties and have such other authority and powers as the Managers may from time to time prescribe.

9.6 *Vice Presidents.* If the Company should elect to have one, the Vice Presidents, if any, in the order of their seniority, unless otherwise determined by the Managers, shall, in the absence or disability of the President, perform the duties and have the authority and exercise the powers of the President. They shall perform such other duties and have such other authority and powers as the Managers may from time to time prescribe or as the President may from time to time delegate.

9.7 *Secretary.* If the Company should elect to have one, the Secretary shall attend all meetings of the Managers and all meetings of the Members and record all votes, actions and minutes of all proceedings in the Records of the Company to be kept for that purpose and shall perform like duties for any committees when required. The Secretary shall perform such other duties and have such other authority and powers as the Managers may from time to time prescribe or as the President may from time to time delegate.

9.8 *Treasurer.* If the Company should elect to have one, the Treasurer, if any, shall have the custody of the Company funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Company, and shall deposit all funds and other valuables in the name and to the credit of the Company in depositories designated by the Managers. The Treasurer shall perform such other duties and have such other authority and powers as the Managers may from time to time prescribe or as the President may from time to time delegate.

9.9 *Compensation.* The compensation of officers and agents shall be fixed from time to time by the Managers.

ARTICLE 10. MEETINGS AND CONSENTS OF MEMBERS

10.1 *Voting Rights.* Where Members are to make a determination under the terms of this Agreement, each Member is entitled to one vote for each Unit they hold in the Company. Only a Person who has been admitted to the Company as a Member shall be entitled to vote. A Person who receives a Transfer of all or a portion of the Membership Interest, or any other rights of a Member, shall not be entitled to vote as a Member until he has been admitted to the Company as a Member. The initial votes to which each initial Member is entitled is as follows:

<u>Member</u>	<u>Number of Votes</u>	<u>Percentage</u>
3 Wiggle, LLC	6.0	60.00%
Blake Womble	2.0	20.00%
<u>Thomas K. Payne</u>	<u>2.0</u>	<u>20.00%</u>
Total Votes	10.0	100.0%

10.2 *Voting List.* At least ten (10) days before each meeting of the Members, a complete list of the Members entitled to vote at the meeting, with the address of each and the number of Units held by each, shall be prepared by the Secretary. The list, for a period of ten

(10) days prior to the meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours.

10.3 *Record Date.* The date upon which the notice of a meeting of the Members is mailed shall be the record date for the purpose of determining the Members entitled to vote at the Meeting. The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a written consent setting forth the action taken or proposed to be taken, is first delivered to the registered office, its principal place of business, or an officer or agent of the Company.

10.4 *Method of Voting.* At any meeting of the Members, every Member having the right to vote may vote either in person, or by proxy executed in writing by the Member. A telegram, telex, cablegram, or similar transmission by the Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the Member, shall be treated as an execution in writing for the purposes of this Agreement. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting.

10.5 *Meetings.* At any time, either the Managers or Members owning Units entitling them to at least 10% of the Units of all Members may call a meeting of the Members to transact business that the Members or any group of Members may conduct as provided in this Agreement. A meeting may be called by notice to all Members entitled to vote at such meeting on or before the tenth (10th) day prior to the date of the meeting specifying the location and the time and stating the business to be transacted at the meeting. The chairperson of the meeting will be a Member selected by a Majority of the Members. At the meeting, the Members may take any action whether or not included in the notice of the meeting. Unless otherwise provided in this Agreement, all decisions of the Members shall be determined by a Super Majority of the Members.

10.6 *Notice.* Written or printed Notice stating the place, day and hour of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member of record entitled to vote at the meeting.

10.7 *Waiver of Notice.* Attendance of a Member at a meeting shall constitute a waiver of Notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the Notification of the meeting but not so included, if the objection is expressly made at the meeting.

10.8 *Place of Meetings.* Meetings of the Members may be held in or out of the State of Texas.

10.9 *Action Without Meeting.* Any action that may be taken, or that is required by law or this Agreement to be taken, by the Members or any group thereof, may be taken without a

meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, will have been signed by the Member(s) whose consent is necessary to take the action. The consent may be in one or more counterparts. In any request for consent or approval from another Member, the requesting Member(s) may specify a response period, ending no earlier than the fifth day following the date on which the Member whose consent or approval is sought receives the request. If the receiving Member does not respond by the end of this period, it will be deemed to have not consented to or approved the action set forth in the request.

10.10 *Action by Telephone Conference.* Members may participate in and hold a meeting by means of a conference telephone, similar communications equipment or other suitable electronic communications equipment, including video conferencing technology, or the internet, or a combination thereof, by means of which all Persons participating in the meeting can hear each other and participate in the meeting. Participation in such meeting will constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called on convened.

ARTICLE 11.
CONTRACTS WITH RELATED PARTNERS AND
INDEMNIFICATION OF MEMBERS, MANAGERS AND OFFICERS

11.1 *Interested Managers, Officers and Members.* If Section 11.2 is satisfied, no contract or other transaction between the Company and any of its Members, Managers, or officers or any company or firm in which any of them are directly or indirectly interested, shall be invalid solely because of their relationship with the Company or because of the presence of the Member, Manager, or officer at the meeting authorizing the contract or transaction, or his participation or vote in the meeting or authorization.

11.2 *Disclosure, Approval; Fairness.* Section 11.1 shall apply only if:

(A) the material facts of the relationship or interest of each such Member, Manager, or officer are known or disclosed:

- (1) to the Managers, and they nevertheless authorize or ratify the contract or transaction, provided however, while any such interested Manager shall be counted in determining whether a quorum is present, their vote shall not be calculated in determining the Majority necessary to carry the vote; or
- (2) to the Members, and the Members nevertheless authorize or ratify the contract or transaction by a Super Majority, with each such interested person to be counted for quorum and voting purposes; or

(B) if the contract or transaction is fair to the Company as of the time it is authorized or ratified by the Managers or the Members, as the case may be.

(C) the parties hereto acknowledge that Shaw Services, LLC is a construction company owned by Thomas K. Payne. Shaw Services, LLC will perform services such as water line and

sewer line installation and street construction, subject to the provisions contained in paragraphs 11.2(A) and 11.2(B) above.

11.3 *Indemnifications.* The Company agrees to indemnify, defend, and hold harmless each of the following:

- (a) The Members, Managers and officers of the Company as well as their officers, managers, members, partners, owners, employees, and agents, (the "Indemnified Person") if any, from and against all Claims they may incur as a result of having been, being, or threatened to be made a named defendant or respondent in a Proceeding because it is or was a Member, Manager or officer in the Company or is performing or had performed the obligations of the Member, Manager or officer with respect to the Company, **SPECIFICALLY INCLUDING CLAIMS BASED ON OR ARISING FROM THEIR SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE**, but excluding any such items incurred as a result of acts of gross negligence, willful or intentional acts against the Company.
- (b) Each Indemnified Person from and against all Claims such Person may incur as a result of appearing as a witness or other participation in a Proceeding that involves or affects the Company;
- (c) Each Indemnified Person from and against all Claims such Person may incur as a result of having performed or performing services for the Company, **SPECIFICALLY INCLUDING CLAIMS BASED ON OR ARISING FROM THE INDEMNIFIED PERSONS SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE.**
- (d) The rights of an Indemnified Person under this Section include the right to be paid or reimbursed by the Company for reasonable expenses incurred in defending any Proceeding in advance of its final disposition.
- (e) If a claim for indemnification on advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the Person seeking a remedy under this Section may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the Person seeking a remedy under this Section will also be entitled to be paid the expenses of prosecuting such claim.
- (f) The right of any Indemnified Person under this Section will survive the termination of that Person's status as an Indemnified Person and the termination of this Agreement and the dissolution of the Company.
- (g) In the event of the death of a Person seeking a remedy under this Section, the right under this Section will inure to the benefit of such Person's heirs, executors, administrators, and personal representatives.

- (h) The rights conferred in this Section will not be exclusive of any other right that a Person seeking a remedy under this Section may have or hereafter acquire under any statute, resolution of Members, Managers agreement, or otherwise.

**ARTICLE 12.
RIGHTS, OBLIGATIONS,
AND REPRESENTATIONS OF MEMBERS**

12.1 *Representations of Members.* Each Member hereby severally represents and warrants to, and agrees with, the Company and each other Member as follows:

- (a) **Authorization and Validity of Agreement.** Such Member has full power and authority to execute and deliver this Agreement, to perform the obligations of such Member hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by such Member, and the consummation by such Member of the transactions contemplated hereby, have been duly authorized and approved by such Member. This Agreement has been duly executed and delivered by such Member and is a valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except to the extent that its enforceability may be subject to applicable Bankruptcy Laws and to general equitable principles. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of any agreement, instrument, order, regulation, judgment, or decree to which such Member is subject or by which such Member or any asset of such Member is bound. Such Member is under no legal disability, contractual or otherwise, that prohibits such Member from entering into this Agreement and performing the obligations of such Member hereunder. Such Member is the sole party in interest in the Units of such Member under this Agreement and, as such, is vested with all legal and equitable rights in such Units.
- (b) Such Member is acquiring the Units of the Company for the account of such Member and not with a view to distribution thereof within the meaning of the Securities Act of 1933, as amended, or any state securities laws. The Member will not Transfer the Units in contravention of that act or any applicable state or Federal securities laws.
- (c) Such Member acknowledges and understands that the Managers are granted broad discretion and authority under this Agreement and that the Managers' exercise of such broad discretion and authority may impair the value of such Member's Membership Interest. Such Member further acknowledges and understands that the Managers would not cause the Company to issue Membership Interest to the Member if the Managers did not have such broad discretion and authority and such Member agrees not to challenge the Manager's exercise of such discretion and authority.

- (d) Pursuant to the Texas Securities Act, Art. 581-1 et seq. (the "*Texas Securities Act*"), the liability under the Texas Securities Act of a lawyer, accountant, consultant, the firm of any of the foregoing, and any other Person engaged to provide services relating to an offering of securities of the Company (such Persons, "*Service Providers*") is limited to a maximum of three times the fee paid by the Company or seller of the Company's securities to the Service Provider for the services related to the offering of the Company's securities, unless the trier of fact finds that such Service Provider engaged in intentional wrongdoing in providing the services. By signing below, each Member hereby acknowledges the disclosure provided in this paragraph.

**ARTICLE 13.
BANK ACCOUNTS, INVESTMENTS,
GENERAL ACCOUNTING PROVISIONS, AND REPORTS**

13.1 *Books of Account; Access; Fiscal Year.* The Managers, at the expense of the Company, shall maintain for the Company those books and records required by Sections 3.151 and 101.501 of TBOC and such other books and records of account as the Managers, in their reasonable discretion, deem appropriate. Books and records of the accounts of the Company shall be maintained on a basis consistent with appropriate provisions of the IRS Code, containing, among other entries, a Capital Account for each Member.

13.2 *Access to Books and Records.* Books of account are to be kept at the principal office of the Company. Except as set out herein, the Managers may restrict the access of one or more Members to certain books, records, and accounts to the extent the Managers believes it to be in the best interest of the Company to do so. The Managers may require any Person to whom confidential information of the Company is provided pursuant to this Section to maintain the confidentiality of such information on such terms as the Managers may prescribe. The above notwithstanding:

- (a) The Company shall make available to a Member, or Assignee, at its registered office, the address of the principal office of the Company;
- (b) The Company shall make available to a Member or Assignee, within five (5) days following their delivery of written request, each of those items required to be maintained under Sections 3.152 and 101.502 of the TBOC and such other information regarding the business of the Company that is reasonable for the person to examine and copy;
- (c) The Company shall make available to a Member or Assignee free of cost, the Certificate, this Agreement with all amendments, and the last 6 years Federal tax returns; and
- (d) The Company shall make available to a Manager or Committee Member and records pursuant to Sections 3.151, 3.152 and 3.153 of the TBOC and

such other information regarding the business of the Company that is reasonably related to the person's services.

- (e) The Company will provide Balance Sheet and P & L statements to each Member no less often than quarterly.

13.3 *Annual Reports.* As soon as reasonably practicable after the end of each Fiscal Year, the Managers will use commercially reasonable efforts to cause the Members to be furnished with a balance sheet, an income statement, and a statement of changes in Members' capital of the Company for, and as of the end of, such year. These financial statements shall be certified by certified public accountants chosen by the Managers pursuant to a compilation review of the financial records of the Company conducted by the certified public accountants. The Managers also may cause to be prepared or delivered such other reports as it may deem appropriate. The Company will bear the costs of such reports.

13.4 *Periodic Reports.* As soon as reasonably practicable within ten (10) days following the end of each month, the Managers will use commercially reasonable efforts to cause the Members to be furnished with a balance sheet, and an income statement, as of the end of such period reflecting the information for that period of the Fiscal Year, as well as a year to date presentation of that information. These financial statements may be created internally by the Company, or, at the sole discretion of the Managers, prepared by certified public accountants chosen by the Managers. The Managers also may cause to be prepared or delivered such other reports as it may deem appropriate. The Company will bear the costs of all such reports.

13.5 *Reliance on Third Party Reports.* In connection with the discharge of their duties under the terms of this Agreement, or the exercise of their powers, Managers, Committee Members and Officers of the Company shall have the right to rely upon information, opinions, reports and statements, including financial statements and other financial data concerning the Company or another Person presented by an officer, employee, legal counsel, certified public accountant, investment banker, committee of which they are not a member, or other person they reasonably believe possess professional expertise in the matter, unless they have knowledge of matters that would make this reliance unwarranted.

13.6 *Bank Accounts.* The Managers will establish and maintain, in the name of the Company, one or more accounts at one or more banks. All Company funds will be deposited into such account(s). No other funds will be deposited into any such account. Funds deposited in any such account may be withdrawn only to pay Company debts or obligations, to make distributions to the Members pursuant to this Agreement, or to make Permitted Investments.

13.7 *Permitted Investments.* Company funds may be invested in such investments as the Managers determine.

13.8 *Audits at Request of Member.* Any Member shall have the right to have a compilation, review or audit conducted of the Company books (the "Audit"), which may be requested with respect to the annual financial statements of the Company. The cost of the Audit shall be borne by the Member or Members requesting the performance of the Audit. The Audit shall be performed by an accounting firm that provides accounting services for the Company. Not more than one (1) Audit shall be required by any or all of the Members for any fiscal year.

ARTICLE 14. TAXES

14.1 *Tax Returns.* The Managers will use commercially reasonable efforts to cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member will furnish to the Managers all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

14.2 *Tax Elections.* The Company will make those tax elections the Managers may deem appropriate and in the best interests of the Members. The above notwithstanding, neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the IRS Code or any similar provisions of applicable state law.

14.3 *Tax Matters Partner.* The Managers will appoint one of the Managers to be the "tax matters partner" of the Company pursuant to section 6231(a)(7) of the IRS Code and may change the tax matters partner from time to time as they may determine necessary. In the event the Person appointed as the tax matters partner shall be removed, resign this position or no longer qualify, a Majority of the Members shall designate another Manager to be the "tax matters partner" of the Company pursuant to section 6231 (a)(7) of the IRS Code. Any Manager who is designated "tax matters partner" shall take such action as may be necessary to cause each Member to become a "notice partner" within the meaning of section 6223 of the IRS Code. Any Manager who is designated "tax matters partner" shall inform each Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving notice thereof as soon as reasonably possible.

ARTICLE 15. ASSIGNMENT OF MEMBERSHIP INTERESTS

15.1 *Assignment by Member.* Except as hereinafter expressly permitted in this Article and except for a sale to another Member which satisfies the provisions of Section 15.3, a Member's interest in the Company shall not be sold, transferred, pledged, assigned or otherwise disposed of, in whole or in part, without (i) the written consent of all Members, which consent may be granted or denied in the sole and absolute discretion of the Members and (ii) complying with the applicable terms of this Article. Unless a transferee becomes a substituted Member in accordance with the provisions set forth below, such transferee shall not be entitled to any of the rights or powers granted to a Member hereunder, other than the right to receive allocations of income, gain, loss, deduction, credit, and similar items and distributions to which the assignor would otherwise be entitled to the extent such items are assigned.

15.2 *Permitted Transfers.* During his or her lifetime, or upon death, an individual who is a Member (or a trust that is a Member) may, without the prior written consent of the other Members, sell, transfer, convey, assign or bequeath any part or all of the Member's interest in the Company to:

any Family Member;

any Charity; and

any trust for the exclusive benefit of one or more Family Members, Charities or spouses of Family Members, provided that such trust may not distribute an interest in the Company to the spouse of a Family Member. A remote contingent beneficiary shall not be considered a trust beneficiary.

15.3 *Right of First Refusal on Sale.*

(a) In the event a Member, representative of a Member or any Person to whom a Member's interest has been validly assigned under the terms of this Agreement (collectively, a "Selling Party") desires to sell all or any portion of its Membership Interest, the Selling Party shall first offer to sell such portion of its Membership Interest to the Members in accordance with the terms of this Section. The offer to sell (herein so called) to the Members (i) shall be in writing and shall grant to the Members the right to purchase such interest for the consideration (which shall be expressed in monetary terms, in U.S. Dollars) and on the terms as set forth in such offer, and (ii) shall not expire until the date 30 days from the date the Members receive the offer (the "Expiration Date"). The Members shall have the prior right and option to accept the offer to purchase the portion of the Selling Party's interest in the Company so offered during the 30-day period ending on the Expiration Date. The Members that accept the offer to sell prior to the Expiration Date (the "Purchasing Members") shall purchase the offered interest in the Company in accordance with their respective Membership Interests or such other ratio as the Purchasing Members so agree.

The date the offer to sell is accepted by any Purchasing Member shall be the date the notice of acceptance is postmarked (or, if not mailed, the date the Selling Party acknowledges in writing receipt of the notice of acceptance). Acceptance of the offer shall be effective only if the Purchasing Members accept, in the aggregate, the offer to purchase the entire portion of the Selling Party's interest in the Company so offered. If the offer to sell is not accepted by the Purchasing Members, the Selling Party may transfer that portion of its interest in the Company to which the offer to sell pertains to any transferee (subject to the provisions of Section 15.4) on terms and conditions no less favorable to the Selling Party than those contained in the offer to sell at any time during a period that shall end 180 days after the Expiration Date, provided that the transferee thereof shall execute and deliver to the Managers a valid and binding agreement to the effect that the interest in the Company so transferred shall continue to be subject to the provisions of this Section and that the right of first offer of the Members shall extend to any proposed disposition of such interest by the transferee. If, however, no sale to a transferee is consummated during the period that ends 180 days after the Expiration Date, the Members' right of first refusal as to the portion of the Selling Party's interest in the Company to which the offer to sell pertains shall continue in full force and effect and any proposed transfer thereof shall first be subject to the Members' right of first offer as set forth in this Section. Additionally, the sale to a transferee of the portion of the Selling Party's interest in the Company to which the offer to sell pertains in accordance with the provisions of this Section shall not affect the Members' right of first offer pursuant to this Section with respect to the remainder of the Selling Party's interest in the Company.

In the event that Purchasing Members elect to purchase that portion of the Selling Party's interest in the Company to which the offer to sell pertains, the Purchasing Members and the Selling Party shall be bound to proceed with the sale for the consideration and upon the terms applicable thereto, which shall be consummated at such location as shall be agreed upon by the Purchasing Members and the Selling Party on or before the first business day after the expiration of 90 days from the date of the Expiration Date. At the time of closing, the Purchasing Members shall deliver such consideration as required pursuant to the offer to sell and the Selling Party shall deliver or cause to be delivered to the Purchasing Members, against receipt of such consideration, such assignments and other instruments of conveyance, warranty of title, transfer and assignment of the portion of the Selling Party's interest in the Company to be conveyed hereunder as shall be effective to vest in the Purchasing Members good title and interest in and to such interest in the Company, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions (to the extent consistent with the offer to sell). From the time of such closing, the Selling Party, from time to time at the request of a Purchasing Member and without further consideration, shall do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as a Purchasing Members interest in the Company so conveyed to such Purchasing Member, his or her successors and assigns.

15.4 *Substitution of Members.* In addition to compliance with the provisions of Section 15.1 to the extent applicable, a transferee of the interest of a Member may become a substituted Member subject to the following terms, conditions and limitations:

(b) The transferor has given the transferee the right to become a substituted Member;

All Members have given their written consent to the substitution of the transferee as a Member;

The transferee has paid to the Company all costs and expenses incurred in connection with such transferee's substitution as a Member, which costs and expenses will include, without limitation, all legal and accounting fees and expenses incurred by the Company or its counsel and all costs incurred in amending this Agreement and in preparing, filing, recording and publishing any certificates and instruments necessary or appropriate in connection therewith; and

The transferee shall have executed and delivered such instruments and documents, in form and content satisfactory to the Managers, as the Managers may deem necessary, advisable or appropriate to effect the substitution of such transferee as a Member.

The Company and the Managers will be entitled to consider the owner of any Membership Interest in the Company as set forth in the records of the Company as the absolute owner thereof for all purposes. Neither the Company nor the Managers will incur any liability for distributions of cash or other property made in good faith to the owner of an interest in the Company as reflected on the Company's records until such time as a written assignment of such interest has been received and accepted by the Managers and recorded on the books of the Company. No

Member shall under any circumstances sell, pledge, transfer, assign or otherwise dispose of its interest in the Company other than as provided in this Article, and in the event any such action should be attempted, such will be null, void and ineffectual and will not bind the Company or the Managers. In no event will any purported transfer of a Membership Interest in the Company, by operation of law or otherwise, require the Managers to account to more than one person with respect to such transferred interest. In the event of a transfer by a Member, for purposes of allocations between the transferor and the transferee of deductions, credits and income of the Company for federal, state and local income tax purposes, the transfer shall be recognized by the Company effective as of the first day of the month following the date of the transfer.

ARTICLE 16 COMPETITION

Neither this Agreement nor the relationship created hereby will preclude or limit, in any respect, the right of any Member or Manager on any Affiliate of any Member or Manager to engage, directly or indirectly, through participation, investment, or otherwise, in any opportunity or business of any type, including those that may be the same as or similar to the Company or its business, those that compete with the Company, and those in which the Company has invested. No Member, Manager, or any Affiliate of a Member or Manager will have any obligation to offer to the Company or any other Member the right to participate in any such activity. Neither the Company nor any other Member or Manager or any Affiliate of a Member or Manager will have any right, by virtue of this Agreement or the relationship created by this Agreement, with respect to any such activity.

ARTICLE 17. DEFAULT BY MEMBER

17.1 *Default of a Member.* Any one of the following events shall be deemed to be an Event of Default (the "Default") by a Member:

- (a) Failure to make a Capital Contribution in the manner or time periods set out herein.
- (b) A material violation of any other provisions of this Agreement.
- (c) The gross negligence, fraud, theft or willful misconduct committed by the Member against the Company or one or more of the Members in connection with the operation of the Company.

17.2 *Terminations of Defaulting Member.* In the event of a default by a Member, the Member shall be provided written notification to cure such Default from the Company or any one or more Members who are not in default (the "Non-Defaulting Members"). The defaulting Member (the "Defaulting Member") shall have thirty (30) days following receipt of such notice to cure said Default (the "Cure Period"). If the Defaulting Member fails to cure the Default within the Cure Period, the Company shall provide Notice to the Non-Defaulting Members (the "Default Notice") and the Non-Defaulting Members may pursue any and all remedies that may be available, at law and in equity, to cure such Default, including the remedy of specific performance if it is available.

17.3 *Right to Purchase Upon Default.* In addition to each of the remedies for a Default by a Member, as set out above, should a Default occur, each of the Non-Defaulting Members shall have the right to purchase all or a portion of the Defaulting Member's Membership Interest (the "Defaulting Interest") for Eighty-Five Percent (85%) of its Fair Value determined as of the date of such Default Notice. Such right may be exercised by any one or more of the Non-Defaulting Members giving, within forty five (45) days after such Default Notice, to the Defaulting Member notice of its desire to purchase all or a portion of such Defaulting Interest (for the purpose of this Section the "Notification Date"). If a Member provides a timely notice to purchase all or any portion of the Defaulting Interest, as soon as possible thereafter, the Company shall cause the Fair Value of the Defaulting Interest to be determined as of the date of such Default Notice. If there is more than one Non-Defaulting Members who desires to exercise such right (each, a "Purchasing Member"), the Defaulting Interest will be allocated among all Purchasing Members as follows: First, a portion of the Defaulting Interest will be allocated to each Non-Defaulting Member to the extent of the lesser of (i) the Non-Defaulting Member's pro rata portion (based on the number of Units owned by such Non-Defaulting relative to the number of Units of all Non-Defaulting Members) of the Defaulting Interest and (ii) the portion of the Defaulting Interest that such Non-Defaulting Member expressed a desire to purchase in such notice. If, after such allocation, any portion of the Defaulting Interest has not been allocated to the Non-Defaulting Members (the "Residual Defaulting Interest"), a similar allocation will be made of the Residual Defaulting Interest among the Non-Defaulting Members who have not been allocated the full portion of the Defaulting Interest that such Non-Defaulting Members expressed a desire to purchase in their respective notices. Such procedure will be continued until all of the Defaulting Interest has been fully allocated, if possible.

17.4 *Closing.* If one or more Members elect to purchase the Defaulting Interest under the terms of this Article, the Closing shall be on or before that date which is the later of thirty (30) days after (i) the Notification Date or (ii) the determination of the Fair Value under the terms of this Agreement. At the Closing, the Defaulting Member will transfer the Membership Interest to be sold to the Non-Defaulting Members, free and clear of any liens or encumbrances (other than those which may have been created to secure any indebtedness or obligations of the Company). At the Closing, the purchase price to be paid for the Defaulting Interest shall be paid to the Defaulting Member in cash.

17.5 *Cumulative Remedies.* Except as otherwise expressly set forth in this Agreement, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or constitute a waiver of its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the Members may have by law, statute, ordinance, or otherwise.

17.6 *Cure of Default.* The Default of any Member may be remedied by any one or more Non-Defaulting Members; provided however, to the extent such Default has occurred a remedy shall not terminate the rights of the Company or Non-Defaulting Members under this Article. In such event, any amount paid out to cure such Default, together with all reasonable expense and interest at the highest lawful rate not to exceed the Base Rate, shall be repaid to the Non-Defaulting Members by the Defaulting Member. Such advance with interest shall be repaid out of either (i) the distributions to the Defaulting Member pursuant to this Agreement, until the Non-Defaulting Member is fully reimbursed, or (ii) shall be paid out of the proceeds from the

sale of the Defaulting Member's Membership Interest pursuant to this Article. Any cure of a Default under this Article shall have no effect on the other Member's rights to acquire a Defaulting Member's Membership Interest under the terms of this Agreement.

ARTICLE 18. WINDING UP

18.1 *Event Requiring a Winding Up.* Except as set out below, upon the happening of the first to occur of the following events, the Company will begin to wind up its affairs;

- (a) the execution of an instrument approving the winding up of the Company by a Super Majority of the Members;
- (b) the entry of a decree of judicial dissolution under Section 11.051(5) of the TBOC.
- (c) the last remaining Member discontinues being a Member of the Company.
- (d) the occurrence of a non-waivable event under the terms of the TBOC which requires the winding up of the Company.

No other event will require the winding up of the Company.

18.2 *Revocation.* If an event of the type described in Section 19.1(a) occurs or any other voluntary act of the Members which require a winding up of the Company, the event may be revoked at any time prior to the termination of the Company by a determination of a Super Majority of the Members.

18.3 *Cancellation.*

- (a) If an event of the type described in Section 19.1(c) occurs, the event may be cancelled, in writing, at any time within 1 year after the occurrence of such event if (a) the personal representative of the last Member agrees in writing to (i) a continuation of the Company and (ii) the admission of the personal representative of the Member or its nominee or designee as a Member, or (b) a new Member is admitted to the Company by either the personal representative of the last Member, the Managers, or a Majority of the Assignees (in this case only, allowing the assignees of such Membership Interest to vote the Units of the Membership Interest they have been assigned).
- (b) If an event of the type described in Section 19.1(d) occurs, the event may be cancelled, in writing, at any time within 1 year after the occurrence of such event by a determination of a Super Majority of the Members.

18.4 *Interim Manager.* If an event requiring winding up occurs and there is no remaining Managers, a Majority of the Members may appoint an interim manager of the

Company, who will have and may exercise only the rights, powers, and duties of the Managers necessary to preserve the Company assets, until new Managers, if any, are elected.

18.5 *Effect of Event Requiring a Winding Up.* If an event requiring a winding up occurs and is not canceled or revoked, the Company will begin winding up its affairs and will continue until the assets have been distributed as set out below.

ARTICLE 19. WINDING UP AND TERMINATION

19.1 *Winding Up and Termination.*

- (a) **General.** As expeditiously as possible following the occurrence of an event requiring a winding up, the Managers will proceed to wind up the affairs of the Company, liquidate assets, pay liabilities, and make liquidating distributions to the Members, in the following order of priority:
- (i) the Managers shall cause an accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the event requiring winding up occurs;
 - (ii) the Managers will use commercially reasonable efforts to maximize the value of the Company assets and then to sell Company assets. Any resulting Profits or Losses from each sale will be computed and allocated to the Capital Accounts of the Members in the manner described in Article 5;
 - (iii) the Managers shall cause the notice described in article 11.052 of TBOC to be mailed to each known creditor of and claimant against the Company in the manner described in that Section);
 - (iv) the Managers will pay, to the extent there are funds available therefor, all of the Company's obligations and establish such reserves as the Managers deems prudent (the "Liquidation Reserve");
 - (v) all remaining assets of the Company shall be distributed to the Members as follows:
 - (A) with respect to all Company property that has not been sold, the Fair Value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been

reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the Fair Value of that property on the date of distribution; and

- (B) Company property shall be distributed among the Members in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the partnership occurs; and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).
 - (C) All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Article.
 - (D) all remaining cash and other Company property (other than the Liquidation Reserve) will be distributed among the Members as set out in Article 5.
 - (E) The distribution of cash and/or property to a Member in accordance with this Article constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest.
- (b) **Powers.** Until final distribution, the Managers will continue to operate the Company properties with all of the power and authority of the Managers.
 - (c) **Cost of Liquidation.** The costs of liquidation will be borne as a Company expense.
 - (d) **Termination; Release of Liquidation Reserve.** At the time such distributions are made and the Liquidation Reserve established in accordance with subsection (a), the Company will terminate, but if at any time thereafter any of the funds in the Liquidation Reserve are released because, in the opinion of the Managers, the need for such reserve has ended, such funds will be distributed in accordance with subsection (a).

- (e) **No Recourse.** No Member will have any recourse against the Company or any other Member for the return of its Capital Contributions or any distributions not required by this Agreement.

19.2 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Managers (or such other Person or Persons as the TBOC may require or permit) will cause the cancellation of the Certificate and any other filings made by the Company and will take such other actions as may be necessary to terminate or reflect the termination of the Company.

ARTICLE 20. MISCELLANEOUS

20.1 *Amendment or Modification.* Except to the extent this Agreement otherwise provides for a change to be effected without the approval required in this Section, this Agreement may be amended or modified at any time and from time to time only by a written instrument approved by the Managers and a Super Majority of the Members; *provided, however,* that (a) an amendment or modification (i) reducing a Member's share of profits, losses, distributions or Units (other than as a result of the issuance of additional Company Interests or adjustments to Sharing Ratios authorized without violation of this Agreement) or (ii) increasing the obligation of a Member to make Capital Contributions, requires the additional approval of the Member affected, (b) an amendment that disproportionately and adversely affects a Member requires the additional approval of the Member affected, (c) an amendment or modification reducing the required measure for any consent or vote in this Agreement requires the additional consent or vote of Members having their rights reduced, and (d) an amendment or modification made solely to reflect the admission or withdrawal of a Member need not be approved by any Member if the requirements set forth in this Agreement with respect to such admission or withdrawal are otherwise satisfied. In the event an amendment is properly adopted under the terms of this Agreement which require an amendment to the Certificate, the parties authorized to amend the Agreement are also authorized to amend the Certificate, as well.

20.2 *Notices.* All notices required or permitted to be given pursuant to this Agreement will be in writing and will be (i) personally delivered, (ii) mailed, first class postage prepaid, or delivered by a nationally recognized express courier service, charges prepaid, (iii) delivered by fax, or (iv) electronic message, if to the Company to the address of the Company's registered office (as reflected on the records of the Secretary of State of the State of Texas) or its email address of _____, or fax number (806) _____, and if to a Member, to the appropriate address set forth on **Exhibit A** to this Agreement, and if to a Manager, to the address shown on the records of the Company. Any such notice, when sent in accordance with the provisions of the preceding sentence, will be deemed to have been given and received (a) on the day personally delivered, (b) on the third day following the date mailed, (c) the date of actual delivery by a courier, and (d) the date of delivery and confirmation of delivery by the recipient if delivered by fax or electronic message. The Company or a Member may change its address, as set out above, by giving notice in writing to all other Members in the manner set forth in this Section, stating the new address.

20.3 *Failure to Pursue Remedies.* The failure of any party to seek redress for violation, or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

20.4 *Section Headings.* The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

20.5 *Severability of Provisions.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement and the illegal or invalid provision will be enforced to the maximum extent possible to still be legal and valid.

20.6 *Governing Law; Venue.* This Agreement, and the application or interpretation thereof, will be governed exclusively by its terms and by the laws of the State of Texas. Except for those actions, proceedings, or claims that this Agreement provides will be settled by arbitration, any action, proceeding, or claim arising out of or relating to this Agreement commenced by any Member in its individual capacity must be prosecuted in Lubbock County, Texas. Each Member waives any plea of privilege that might exist in the absence of such Member's agreement to prosecute such claim in Lubbock County, Texas, and each Member irrevocably submits to the non-exclusive jurisdiction of the state and federal courts of the State of Texas and consents to service of process upon such Member in any legal proceeding arising out of or in connection with this Agreement.

20.7 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if the Members had all signed the same document. All counterparts will be construed together and will constitute one instrument. In making proof of this Agreement, it will not be necessary to account for more than one counterpart executed by the Person against whom enforcement is sought.

20.8 *Successors and Assigns.* Each and every covenant, term, provision, and agreement herein contained will be binding upon each of the Members and their respective heirs, legal representatives, successors, and assigns and will inure to the benefit of each of the Members. Unless and until properly admitted as a Member, no assignee will have any rights of a Member beyond those provided by the TBOC to assignees or otherwise expressly provided herein to assignees.

20.9 *Construction, Sections, Exhibits, Etc.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Each reference to an "Exhibit" herein is, unless specifically indicated otherwise, a reference to an exhibit attached hereto, all of which are made a part hereof for all purposes, it being understood that if any Exhibit that is to be executed and delivered pursuant to the terms hereof contains blanks, it will be completed correctly and completely in accordance with the terms and provisions hereof and as contemplated herein prior to or at the time of its execution and delivery.

20.10 *Further Assurances.* In connection with this Agreement and the transactions contemplated by it, each Member will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

20.11 *Waiver of Certain Rights.* Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company (other than pursuant to Section 19.1) or for partition of the property of the Company.

20.12 *Attorneys' Fees.* If the Company or any Member brings any legal action to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief to which such party may be entitled.

20.13 *Entire Agreement.* This Agreement sets forth the entire Agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, related thereto.

20.14 *Third Party Beneficiaries.* Except for the Indemnified Persons, there are no third party beneficiaries of this Agreement.

20.15. *Subscription Agreements Control.* On or prior to the date of this Agreement, each of the undersigned Members has executed a subscription agreement related to its respective purchase of its Membership Interest in the Company. In the event of any conflict between the terms, conditions and agreements contained in said subscription agreement, and the terms, conditions and agreements set forth in this Agreement, the subscription agreement shall control. Each subscription agreement shall be filed with the records of the Company, and shall govern to the extent of any conflicts with this Agreement.

Executed on the date or dates indicated below, to be effective as of the date first set forth above.

MANAGERS:

Name: **THOMAS K. PAYNE**

Date: August 8, 2017

Name: **BLAKE WOMBLE**

Date: August 8, 2017

MEMBERS:

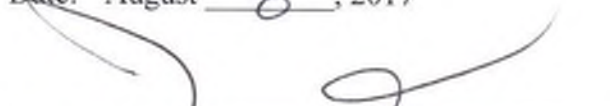
3 WIGGLE, LLC


By: KEITH MCNEESE, Manager

Date: August 8, 2017


Name: **BLAKE WOMBLE**

Date: August 8, 2017


THOMAS K. PAYNE

Date: August 8, 2017

EXHIBIT "A"

NAME, ADDRESS, AND UNITS OF MEMBERS

	<u>Name</u>	<u>Address</u>	<u>Units</u>
Members:	3 Wiggle, LLC	8207 Ithaca Avenue Suite C Lubbock, Tx 79423	60.00
	Blake Womble	4513 8th St Lubbock, TX 79413	20.00
	Thomas K. Payne	12402 Slide Rd., Suite 201 Lubbock, Tx 79424	20.00

EXHIBIT "B"

INITIAL CAPITAL CONTRIBUTIONS

3 Wiggle, LLC	\$ 12,000.00
Blake Womble	4,000.00
<u>Thomas K. Payne</u>	<u>\$ 4,000.00</u>
TOTAL INITIAL CAPITAL CONTRIBUTIONS:	\$ 20,000.00

EXHIBIT "C"

ADDITIONAL CAPITAL CONTRIBUTIONS

**Form 205—General Information
(Certificate of Formation—Limited Liability Company)**

The attached form is designed to meet minimal statutory filing requirements pursuant to the relevant code provisions. This form and the information provided are not substitutes for the advice and services of an attorney and tax specialist.

Commentary

The limited liability company (hereinafter LLC) is neither a corporation nor a partnership; rather, it is a distinct type of entity. An LLC is governed by title 3, chapter 101 of the Texas Business Organizations Code (BOC). Title 1, chapter 3, subchapter A of the BOC governs the formation of an LLC and sets forth the provisions required or permitted to be contained in the certificate of formation.

The owners of an LLC are called “members.” An LLC may have one or more members. Members may be individuals, partnerships, corporations, and any other type of legal entity.

Taxes: LLCs are subject to a state franchise tax. Contact the Texas Comptroller of Public Accounts, Tax Assistance Section, Austin, Texas, 78774-0100, (512) 463-4600 or (800) 252-1381 for franchise tax information. For information relating to federal employer identification numbers, federal income tax filing requirements, tax publications, and forms call (800) 829-3676 or visit the Internal Revenue Service web site at www.irs.gov.

Instructions for Form

- **Article 1—Entity Name and Type:** Provide a company name and organizational designation. Under section 5.053 of the BOC, if the name chosen is the same as, deceptively similar to, or similar to the name of any existing domestic or foreign filing entity, or any name reservation or registration filed with the secretary of state, the document cannot be filed. The administrative rules adopted for determining entity name availability (Texas Administrative Code, title 1, part 4, chapter 79, subchapter C) may be viewed at www.sos.state.tx.us/tac/index.shtml. If you wish the secretary of state to provide a preliminary determination on name availability, you may call (512) 463-5555, dial 7-1-1 for relay services, or e-mail your name inquiry to corpinfo@sos.state.tx.us. A final determination cannot be made until the document is received and processed by the secretary of state. Do not make financial expenditures or execute documents based on a preliminary clearance. Also note that the preclearance of a name or the issuance of a certificate of formation under a name does not authorize the use of a name in violation of another person’s rights to the name.
- **Article 2—Registered Agent and Registered Office:** The registered agent can be either (option A) a domestic entity or a foreign entity that is registered to do business in Texas or (option B) an individual resident of the state. The limited liability company cannot act as its own registered agent; do not enter the limited liability company name as the name of the registered agent.

Consent: Effective January 1, 2010, a person designated as the registered agent of an entity must have consented, either in a written or electronic form, to serve as the registered agent of the entity. Although consent is required, a copy of the person’s written or electronic consent need not be submitted with the certificate of formation. *The liabilities and penalties imposed by sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that names a person as the registered agent of an entity without that person’s consent.* (BOC § 5.207)

Office Address Requirements: The registered office address must be located at a street address where service of process may be personally served on the entity’s registered agent during normal business hours. Although the registered office is not required to be the entity’s principal place of business, the registered office may not be solely a mailbox service or telephone answering service (BOC § 5.201).

- **Article 3—Governing Authority:** The certificate of formation must state whether the LLC will or will not have managers. If the LLC will have managers, select option A and provide the name and address of each initial manager in the space provided. If the LLC will not have managers, select option B and provide the name and address of each initial member of the LLC in the space provided. A minimum of one person is required.

If the governing person is an individual, set forth the name of the individual in the format specified. Do not use prefixes (e.g., Mr., Mrs., Ms.). Use the suffix box only for titles of lineage (e.g., Jr., Sr., III) and not for other suffixes or titles (e.g., M.D., Ph.D.). If the governing person is an organization, set forth the legal name of the organization. For each governing person, only one name should be entered. Do not include both the name of an individual and the name of an organization. An address is always required for each governing person.

Please note that a document on file with the secretary of state is a public record that is subject to public access and disclosure. When providing address information for a manager or member, use a business or post office box address rather than a residence address if privacy concerns are an issue.

- **Article 4—Purpose:** An LLC may be formed for any lawful purpose or purposes not expressly prohibited under chapter 2 of title 1 or title 3 of the BOC. This form provides for the creation of an LLC with a general purpose. Please note that while the BOC allows a general purpose, other laws, including the Internal Revenue Code, may require that the certificate of formation include more specific purposes or language as a basis for granting a license or tax-exempt or tax-deductible status. The additional space provided in the “Supplemental Provisions/Information” section may be used to set forth a more specific purpose or purposes.

This form cannot be used to engage in a licensed activity when such license cannot be issued to the LLC. To form a professional limited liability to provide a professional service use Form 206.

- **Supplemental Provisions/Information:** Additional space has been provided for additional text to an article within this form or to provide for additional articles to contain optional provisions.

Duration: Pursuant to section 3.003 of the BOC, a Texas LLC exists perpetually unless provided otherwise in the certificate of formation. If formation of an LLC with a stated period of duration is desired, use the “Supplemental Provisions/Information” section of this form to provide for a limited duration.

- **Organizer:** Only one organizer is required for the formation of an LLC. An organizer may be any person having the capacity to contract for the person or for another; that is, a natural person 18 years of age or older, or a corporation or other legal entity. There are no residency requirements for an organizer.
- **Effectiveness of Filing:** A certificate of formation becomes effective when filed by the secretary of state (option A). However, pursuant to sections 4.052 and 4.053 of the BOC the effectiveness of the instrument may be delayed to a date not more than ninety (90) days from the date the instrument is

signed (option B). The effectiveness of the instrument also may be delayed on the occurrence of a future event or fact, other than the passage of time (option C). If option C is selected, you must state the manner in which the event or fact will cause the instrument to take effect and the date of the 90th day after the date the instrument is signed. In order for the certificate to take effect under option C, the entity must, within ninety (90) days of the filing of the certificate, file a statement with the secretary of state regarding the event or fact pursuant to section 4.055 of the BOC.

On the filing of a document with a delayed effective date or condition, the computer records of the secretary of state will be changed to show the filing of the document, the date of the filing, and the future date on which the document will be effective or evidence that the effectiveness was conditioned on the occurrence of a future event or fact. In addition, at the time of such filing, the status of the entity will be shown as “in existence” on the records of the secretary of state.

- **Execution:** The organizer must sign the certificate of formation, but it does not need to be notarized. However, before signing, please read the statements on this form carefully. The designation or appointment of a person as registered agent by an organizer is an affirmation that the person named in the certificate of formation has consented to serve in that capacity. (BOC § 5.2011, effective January 1, 2010)

A person commits an offense under section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the secretary of state for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

- **Payment and Delivery Instructions:** The filing fee for a certificate of formation for an LLC is **\$300**. Fees may be paid by personal checks, money orders, LegalEase debit cards, or American Express, Discover, MasterCard, and Visa credit cards. Checks or money orders must be payable through a U.S. bank or financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized convenience fee of 2.7 percent of the total fees.

Submit the completed form in duplicate along with the filing fee. The form may be mailed to P.O. Box 13697, Austin, Texas 78711-3697; faxed to (512) 463-5709; or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. If a document is transmitted by fax, credit card information must accompany the transmission (Form 807). On filing the document, the secretary of state will return the appropriate evidence of filing to the submitter together with a file-stamped copy of the document, if a duplicate copy was provided as instructed.

- **FYI:** An LLC is required to maintain a registered agent and a registered office address in Texas. If the registered agent or registered office address changes, it is important to file a statement with the secretary of state to effect a change to the certificate of formation. Failure to maintain a registered agent and registered office may result in the involuntary termination of the LLC.

Revised 05/11

**Form 205
(Revised 05/11)**

This space reserved for office use.



**Certificate of Formation
Limited Liability Company**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

RED CANYON DEVELOPMENT, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Thomas	K.	Payne	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

12402 Slide Road, Suite 201	Lubbock	TX	79424
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Thomas	K.	Payne	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

OR

IF ORGANIZATION

Organization Name

ADDRESS

12402 Slide Road, Suite 201	Lubbock	TX	USA	79424
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

John Waesch

Name

2323 Ross Avenue, Suite 600

Street or Mailing Address

Dallas

City

TX

State

75201

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 7/20/2017

Signature of organizer

John Waesch

Printed or typed name of organizer

**MINUTES OF THE ORGANIZATIONAL
MEETING OF MEMBERS OF
RED CANYON DEVELOPMENT, LLC**

The organizational meeting of the members of the above captioned Limited Liability Company was held at 12402 Slide Road, Ste. 201 Lubbock, Texas 79424, on July 21, 2017.

There was present the following members: 3 Wiggle, LLC (60.0% Membership Interest), Blake Womble (20.0% Membership Interest) and Thomas K. Payne (20.0% Membership Interest).

The meeting was called to order by Thomas K. Payne. It was moved, and unanimously carried that Thomas K. Payne act as Chairman and Secretary of the meeting.

1. ***Formation.***

The Chairman presented and read to the meeting a copy of the Certificate of Formation, and reported that on July 21, 2017, the original of said Certificate was filed in the Office of the Secretary of State of the State of Texas, and that the Secretary of State issued a "Certificate of Filing" certifying that the Certificate of Formation had been received and had been found to conform to the applicable provisions of Texas law.

Upon motion duly made, seconded and carried, it was:

RESOLVED, that the Certificate of Formation of the Limited Liability Company be accepted and approved in all respects.

2. ***Organization; Managers.***

The Chairman then stated that all of the outstanding membership interest of the Limited Liability Company was represented. The Chairman also noted that the initial capital contribution of each member was as follows:

3 Wiggle, LLC	\$ 12,000.00
Blake Womble	\$ 4,000.00
<u>Thomas K. Payne</u>	<u>\$ 4,000.00</u>
Total:	\$ 20,000.00

The Chairman noted that it was in order to consider electing Managers for the ensuing year. Upon nominations duly made, and unanimously carried, the following persons were elected as the Managers of the Limited Liability Company, to serve for a period of one year and until such time as his successor is elected and qualified: **Thomas K. Payne and Blake Womble.**

3. *Company Agreement.*

The Chairman then presented a proposed form of Company Agreement for the regulation and management of the affairs of the Limited Liability Company. The proposed Company Agreement was read at the meeting, considered and upon motion duly made, seconded and unanimously adopted, it was:

RESOLVED, that the form of the Company Agreement submitted and reviewed at this meeting is adopted as the Company Agreement of this Limited Liability Company.

4. *Officers.*

The Chairman of the meeting then discussed the option of electing officers of the Limited Liability Company. It was determined that at this time, no officers of the Limited Liability Company are needed. Instead, the Managers of the Limited Liability Company will manage the Limited Liability Company in accordance with the Company Agreement.

5. *Membership Interest Certificate.*

The Chairman submitted to the meeting a specimen membership interest certificate proposed for use as the Limited Liability Company certificate for membership interest. Upon motion duly made, seconded and carried, it was:

RESOLVED, that the specimen membership interest certificate presented to this meeting be and hereby is adopted as the form of certificate for membership interest to be issued to represent membership interest in the Limited Liability Company. It was ordered that the specimen membership interest certificate be appended to the Minutes of the Meeting.

6. *Company Record Book.*

The Chairman presented a record book of the Limited Liability Company, containing a copy of the Certificate of Formation, the Company Agreement previously approved at the meeting, the membership interest certificate stubs, and the membership interest transfer ledger. On motion duly made, seconded and unanimously adopted, it was:

RESOLVED, that (1) the Limited Liability Company record book presented to this meeting by the Chairman is approved and adopted, and the action of the Secretary in inserting in it the Certificate of Formation, the Certificate of Filing, and the Company Agreement, is ratified and approved, and (2) the Secretary is instructed to authenticate the Limited Liability Company record book and to retain custody of it, and to insert in it the minutes of this meeting and of other proceedings of the Members, Managers and any committee established by the Managers; a current list of the name and mailing address of each Member and the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each Member, and the amount of the cash contribution and a description and statement of the agreed value of any other contributions that the Member has agreed to make in the future as an

additional contribution; any records pertaining to the issuance and transfer of membership interest in the membership interest certificate stubs and membership interest transfer book respectively; and copies of federal, state, and local information or income tax returns for each of the Limited Liability Company's most recent tax years.

7. **Membership Interest Issued.**

The Chairman of the meeting noted that the Members of the Limited Liability Company are **3 Wiggle, LLC, Blake Womble and Thomas K. Payne.** Upon motion duly made, seconded and carried, it was:

RESOLVED, that the Managers of the Limited Liability Company be, and they are hereby authorized to issue from time to time the authorized membership interest of the Limited Liability Company for money paid, labor done, promissory note, or personal property or real estate or leases thereof actually acquired by the Limited Liability Company, upon such terms as the Managers, in their discretion may determine.

The Chairman stated that an offer to purchase 100% of the membership interest of the Limited Liability Company had been received. On motion duly made, and unanimously adopted, it was:

RESOLVED, that 100% of the membership interest of **RED CANYON DEVELOPMENT, LLC** be issued to the following persons, and for the capital contribution stated next to his name:

<u>Name of Member:</u>	<u>Percentage</u>	<u>Capital Contribution</u>
3 Wiggle, LLC	60.0%	\$ 12,000.00
Blake Womble	20.0%	\$ 4,000.00
Thomas K. Payne	20.0%	\$ 4,000.00

The Managers of the Limited Liability Company are authorized to issue additional membership interest to appropriately qualified purchasers.

8. **Organizational Expenses.**

Upon motion duly made, seconded and carried, it was:

RESOLVED, that the Manager of the Limited Liability Company be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Limited Liability Company and to reimburse any person who had made any disbursement therefore.

9. **Bank Account.**

The Chairman then stated that it was desirable to maintain a depository for the funds of the Limited Liability Company. Upon motion duly made, seconded and unanimously adopted, it was:

RESOLVED, that the Managers be and hereby are authorized to open a bank account on behalf of the Limited Liability Company with the banks the Managers deem appropriate.

10. *Office.*

Upon motion duly made, seconded and carried, it was:

RESOLVED, that an office of the Limited Liability Company be established and maintained at **12402 Slide Road, Ste. 201, Lubbock, Texas 79424**, and that meetings of the Managers from time to time be held either at the principal office or at such other place as the Manager shall from time to time order.

11. *Licenses, Permits.*

Additionally, the Manager of the Limited Liability Company was directed to obtain in the name of the Limited Liability Company such other licenses and tax permits as may be required for the conduct of the business of the Limited Liability Company by any federal, state, county, or municipal governmental statute, ordinance, or regulations, and to do all things necessary or convenient to qualify the Limited Liability Company to transact its business in compliance with the laws and regulations of any appropriate federal, state, or municipal governmental authority.

12. *Other States.*

Upon motion duly made, seconded and carried, it was:

RESOLVED, that for the purpose of authorizing the Limited Liability Company to do business in any state, territory or dependence of the United States or any foreign country in which it is necessary or expedient for this Limited Liability Company to transact business, the Manager of this Limited Liability Company is hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and to make and file all necessary certificates, reports, powers of attorney and other instruments, as may be required by the laws of such state, territory, dependence or country to authorize the Limited Liability Company to transact business therein.

13. *Fiscal Year.*

Upon motion duly made, seconded and unanimously adopted, it was:

RESOLVED, that the fiscal year of the Limited Liability Company shall be the year ending December 31st.

14. *Carry On Business.*

Upon motion duly made, seconded and carried, it was:

RESOLVED, that the Limited Liability Company proceed to carry on the business for which it was organized.

By the signing of these minutes, the members hereby consent, confirm, adopt, ratify and approve of the holding of the above meeting, the actions taken in such meeting and waive receipt of notice of such meeting.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

Dated the 8th day of August, 2017.

MEMBERS:

3 WIGGLE, LLC

By: _____
Keith McNeese, Manager

By: _____
Brad Ralston

Blake Womble

Thomas K. Payne

RESOLVED, that the Limited Liability Company proceed to carry on the business for which it was organized.

By the signing of these minutes, the members hereby consent, confirm, adopt, ratify and approve of the holding of the above meeting, the actions taken in such meeting and waive receipt of notice of such meeting.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

Dated the 8 day of August, 2017.

MEMBERS:

3 WIGGLE, LLC

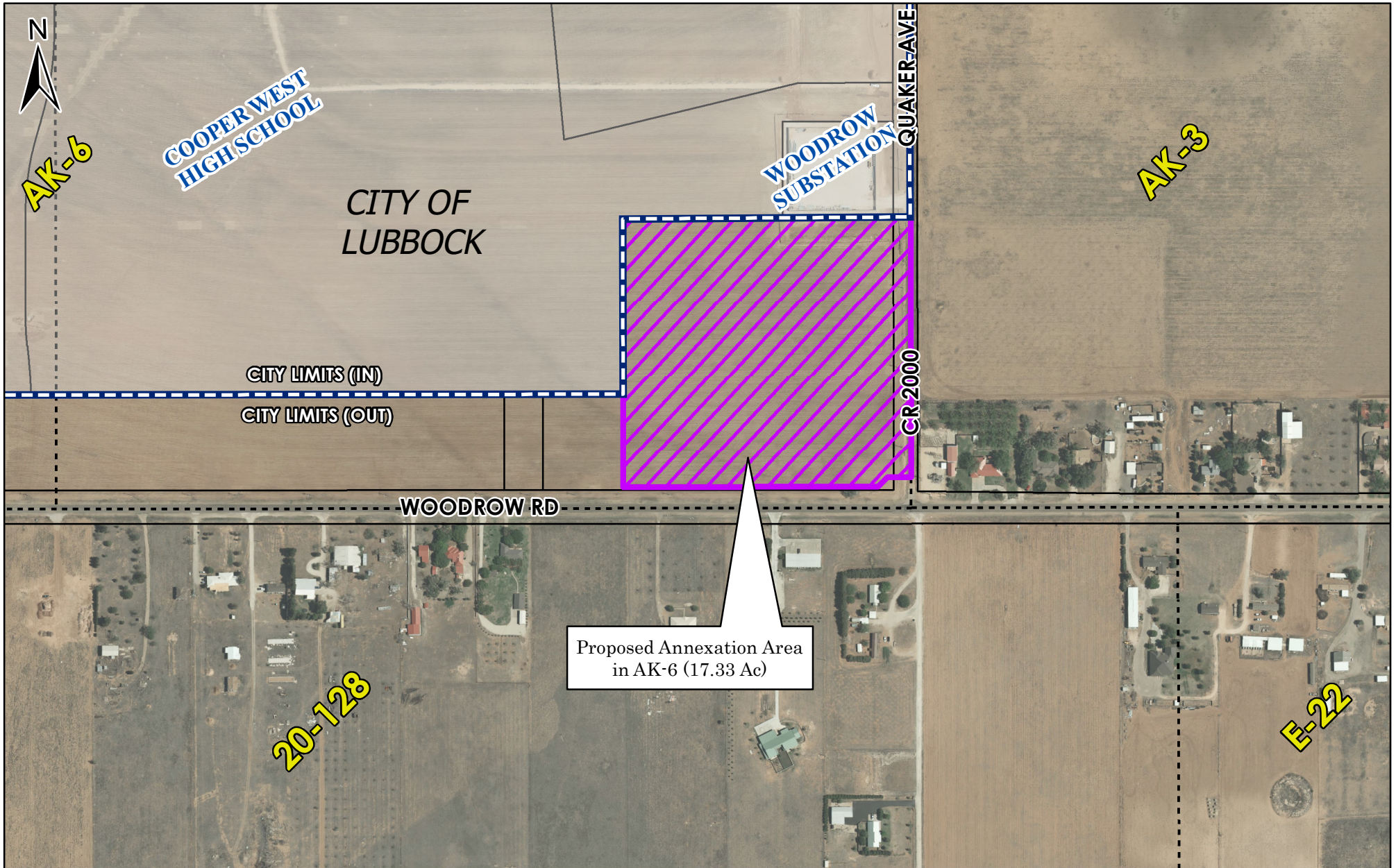
By: 

Keith McNeese, Manager


Blake Womble


Thomas K. Payne

Proposed Annexation Area (17.33 Ac) Located in Section 6, Block AK, 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.

