City of Lubbock, Texas
Regular City Council Meeting
January 24, 2023

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6

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

http://www.mylubbock.us

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

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

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

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

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

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

1. 1. Proposed Field Services Summer Program

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

2. **Executive Session**

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

2. 1. 1. Discuss Chapter 211 of the Texas Local Government Code and relevant case law.

2. 1. 2. LP&L - Legal issues regarding customer choice and Texas Utilities Code, Chapters 39 and 40, including but not limited to Texas Utilities Code Section 39.358, and rules promulgated thereunder, including but not limited to 16 Texas Administrative Code § 25.113

Adjourn from Executive Session

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

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on January 24, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. December 13, 2022 Regular City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2023-O0001, Amendment 8, amending the FY 2022-23 Budget for municipal purposes respecting the Community Development Fund to appropriate funding for the Comprehensive Energy Assistance Program; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17086, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs, and to encourage consumers to control energy costs for years to come through education.

6. 1. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17085, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) administered by Texas Department of Housing and Community Affairs (TDHCA).

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 9, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Food and Drug Administration; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 10, amending the FY 2022-23 Budget for municipal purposes respecting civil service positions; providing for filing; and providing for a savings clause.

6. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept for and on behalf of the City of Lubbock, a Special Warranty Deed and all related documents, associated with certain property which is more or less a 1.315-acre tract located in Section 5, Block B, Lubbock County, Texas, owned by the Lubbock Independent School District.

6. 5. **Resolution - Business Development:** Consider a resolution authorizing a Construction and Funding Agreement with the City of Lubbock, Lubbock Experience, Inc., a 501(c)(3) nonprofit organization, and the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF), a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code, for the provision of funding for the construction of a Civic Park that will serve as a civic gathering space in Downtown Lubbock.

6. 6. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 16363, with Freese and Nichols, Inc., for engineering services related to the Unpaved Roads Improvements Projects.

6. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 17088, with Lockwood, Andrews & Newnam, Inc., for providing professional services for the reconstruction of 82nd Street and Martin Luther King Boulevard.

6. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Cost Sharing and Payment Agreement 16181, with Ford Development Corporation, for roadway improvements along Ash Avenue, from 66th Street to South Loop 289.

6. 9. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Contract 16741, with Municipal Valve & Equipment, for the purchases of large distribution system valves for isolation of Pump Station 4.

6. 10. **Resolution - Public Works Streets:** Consider a resolution authorizing the Mayor to execute Contract 17600, with Ti-Zak Concrete, Inc., for the 2023 Concrete Repair and Patching Project.

6. 11. **Resolution - Public Works Streets:** Consider a resolution authorizing the Mayor to execute Contract 17005, with Lone Star Dirt and Paving, Ltd., for the 2023 Asphalt Repair and Patching Project.

6. 12. **Resolution - Solid Waste:** Consider a resolution authorizing the City of Lubbock Solid Waste Services Department to apply for grant funding from the United States Environmental Protection Agency, to Support Recycling Infrastructure.

6. 13. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 16883, with Raider Fire Extinguisher, for fire extinguisher inspection and maintenance services in City of Lubbock facilities.

6. 14. **Ordinance 2nd Reading - Public Health Services:** Consider Ordinance No. 2023-O0002, amending Section 2.03.301-2.03.309 of the City of Lubbock Code of Ordinances, to include Lubbock County representatives appointed by the Lubbock County Commissioners and the Lubbock County Judge.

6. 15. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract 16909, with Unite USA, Inc., for a technology platform to assist the Lubbock Health Department in screening clients for Social Determinants of Health.

6. 16. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 16944, with Tolar Manufacturing Company, Inc., for pre-fabricated transit bus shelters and amenities for Citibus.

6. 17. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31071448, with Randall Reed's Planet Ford 635, for the purchase of two commercial truck cab & chassis with six-cubic-yard dump bodies, for the Paved Streets Department.

6. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31071416, in accordance with BuyBoard Contract 603-20, with GT Distributors, Inc., for the purchase of lighting and associated equipment to be installed on thirty-eight new Police Patrol Vehicles.

6. 19. **Resolution - Fleet Services:** Consider a resolution rejecting all bids, for the purchase of one Mid-Size SUV Airport Police Patrol Unit and one 3/4-Ton Pickup Truck, for the Aviation Security Department.

6. 20. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to approve the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

6. 21. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to execute a Mutual Aid Agreement between the City of Lubbock and the governmental entities within the South Plains Association of Governments Region to provide mutual aid in disasters and/or civil emergencies.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3094-C**,** a request of AMD Engineering for Betenbough Homes, LLC, for a zone change from Two-Family District (R-2) to Garden Office (GO), at 1001 Tulane Street, located south of Tulane Street and west of North Cypress Road, Cypress Grove Addition, Tract A, and consider an ordinance.

7. 2. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3476, a request of Ben and Jerry Properties, LLC, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1) at 1606 27th Street, located north of 27nd Street and west of Avenue P, O'Neall Terrace Annex Addition, Block 15, Lot 2, and consider an ordinance.

7. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 3466-A, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Reduced Setback Single-Family District (R-1A) and Family Apartment District (A-1) to Family Apartment District (A-1) and Interstate Highway Commercial District (IHC), at 909 98th Street, located south of 98th Street and west of Highway 87, on 7.4 acres of unplatted land out of Block E, Section 11, and consider an ordinance.

7. 4. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0186, for Zone Case 1977-H, a request of Seventeen Services, LLC for 7202 Slide LTD, for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

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

7. 6. **Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Combination Tax and Revenue Certificates of Obligation, in one or more series; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

7. 7. **Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, in one or more series, in a principal amount not to exceed $17,500,000 for the purpose of paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the City's Water and Wastewater System; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

7. 8. **Ordinance Single Reading - Finance:** Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Bonds, in one or more series, in a principal amount not to exceed $52,000,000 for the purpose of paying the costs of acquiring, constructing, and reconstructing street improvements, including but not limited to sidewalks, utility line relocation, and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way therefor; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

7. 9. **Resolution - Finance:** Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

7. 10. **Resolution - Finance:** Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

7. 11. **Resolution - Finance:** Consider a resolution approving the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

7. 12. **Resolution - City Council:** Consider a resolution authorizing the Mayor to execute any related documents in connection to assumption of duties by Courtney Paz as Acting City Secretary.

AI# 11282
Regular City Council Meeting **5. 1.**
01/24/2023:

Information

Agenda Item
December 13, 2022 Regular City Council Meeting

Item Summary
December 13, 2022 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Rebecca Garza, City Secretary

Attachments

12.13.2022

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
December 13, 2022
5:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of December, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:00 p.m.

5:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

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

- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.26; 5.28-5.33; 6.14; 6.13; 6.1-6.4; 6.7-6.12; 6.6; and 6.5.*
- *Item No. 5.27 was postponed to the January 10, 2023 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 5:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:37 p.m., and the meeting was called to order at 5:48 p.m.

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

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

1. 1. 2. 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 the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 3. 1. City Secretary

1. 4. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Health/Educational Facilities Development Corporation, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Board/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

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

City Council reconvened at 5:37 p.m.

2. Ceremonial Items

2. 1. Invocation

Senior Minister David Langford, Quaker Avenue Church of Christ, led the invocation.

2. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 5:48 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:30 p.m. on December 13, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

4. Minutes

4. 1. November 16, 2022 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve the November 16, 2022 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve items 5.1-5.26; and 5.28-5.33.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0169, Amendment 5, amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Project Fund to establish approved projects from the 2022 Street Bond Election; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0174, Amendment 6, 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 and the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

Jarrett Atkinson, city manager; and Katherine Wells, director of public health, gave comments and answered questions from City Council.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0175, Amendment 7, amending the FY 2022-23 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.

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

5. 4. **Resolution - Finance:** Resolution No. 2022-R0508 approving and adopting the 2023 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

5. 5. **Resolution - Finance:** Resolution No. 2022-R0509 authorizing the Mayor to execute a Professional Services Agreement between the City of Lubbock and J.P. Morgan Payments, to provide merchant card services,

5. 6. **Resolution - Finance:** Resolution No. 2022-R0510 authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc., dated January 25, 1996.

5. 7. **Resolution - Business Development:** Resolution No. 2022-R0511 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Q-505, LLC, dba Doubletree Lubbock University Area, located at 505 Avenue Q, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 8. **Resolution - Business Development:** Resolution No. 2022-R0512 authorizing the Mayor to execute Contract 16677, with Stantec Consulting Services, Inc., for professional services for a Historic District Designation Project.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council. Mont McClendon, city of Lubbock's downtown master developer/McDougal Properties, gave comments and answered questions from City Council.

5. 9. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0170, abandoning and closing a portion of a stormwater storage and drainage easement (V8489 P177), located in Tract D, The Falls at Suncrest Addition, Lubbock County, Texas.

5. 10. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0171, abandoning and closing a portion of alley right-of-way, located west of Lot 93, Hatton Place Addition, Lubbock County, Texas.

5. 11. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0172, abandoning and closing an underground utility easement and portions of two drainage easements, located on Tract J, Commons South Addition, Lubbock County, Texas.

5. 12. **Resolution - Engineering:** Resolution No. 2022-R0513 authorizing the Mayor to execute Professional Services Agreement No.17031, for professional design services for 98th Street from Alcove Avenue to Upland Avenue, by and between the City of Lubbock and Kimley-Horn and Associates, Inc.

5. 13. **Resolution - Engineering:** Resolution No. 2022-R0514 authorizing the Mayor to execute Public Works Contract 16919, Unpaved Road Improvements C.O. Phase 2 Project, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd.

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

5. 14. **Resolution - Engineering:** Resolution No. 2022-R0515 authorizing the Mayor to reject any and all bids received for the Water Line Change Out Phase 5 project pursuant to ITB -23 -16541- TF.

5. 15. **Resolution - Engineering:** Resolution No. 2022-R0516 authorizing the Mayor to execute Contract 16836, with Rink’s Lease Service, Inc., for construction services associated with the Annexation Water Lines in the Spanish Bit Ranch subdivision.

5. 16. **Resolution - Engineering:** Resolution No. 2022-R0517 authorizing the Mayor to execute Professional Services Agreement No.17040 for professional design services for 34th Street Back-of-Curb design, by and between the City of Lubbock and Parkhill, Inc.

5. 17. **Resolution - Water Utilities:** Resolution No. 2022-R0518 authorizing the Mayor to execute Interlocal Wholesale Wastewater Contract 17028, with the Texas Department of Criminal Justice (TDCJ), for continued wastewater services at the John T. Montford Prison Unit.

5. 18. **Resolution - Public Health Services:** Resolution No. 2022-R0519 authorizing the Mayor to execute Amendment No. 1 to Department of State Health Services Contract No. HHS001027600001, and all related documents, effective September 1, 2021, by and between the City of Lubbock and the State of Texas Department of State Health Services, to improve or strengthen local public health infrastructure.

5. 19. **Resolution - Public Health Services:** Resolution No. 2022-R0520 authorizing the Mayor to execute Amendment No. 7 to the Department of State Health Services Contract No. 537-18-0127-00001, the Public Health Emergency Preparedness Cooperative Agreement, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services, to revise the financial reporting requirements in the Statement of Work.

5. 20. **Resolution - Community Development:** Resolution No. 2022-R0521 authorizing the Mayor to execute Community Development Funding Contract 17016 and all related documents, through the Community Development Block Grant (CDBG) administered by the U.S. Department of Housing and Urban Development (HUD), with Catholic Charities, Diocese of Lubbock, to provide Education/Self-sufficient assistance to qualified low to moderate income persons and families.

5. 21. **Resolution - Aviation:** Resolution No. 2022-R0522 authorizing the Mayor to execute Amendment No. 3 to Contract 15038, with Webber, LLC, to extend the contract term and rental rate for the land lease agreement at Lubbock Preston Smith International Airport.

5. 22. **Resolution - Parks and Recreation:** Resolution No. 2022-R0523 authorizing the Mayor to execute Professional Services Agreement 16679, with Parkhill, for professional architectural and engineering services, for the pickleball facility at McAlister Park.

5. 23. **Resolution - Parks and Recreation:** Resolution No. 2022-R0524 authorizing the Mayor to execute five Purchase Orders, with CXT Inc., per Sourcewell Contract 081724-CXT and related documents, to manufacture, transport, deliver, and install five concrete restroom buildings at five City of Lubbock parks.

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

5. 24. **Resolution - Information Technology:** Resolution No. 2022-R0525 authorizing the Mayor to execute Contract 16295, with Central Square Technologies, LLC., for the Public Safety Computer Aided Dispatch (CAD) System and Records Management System (RMS) for Police.

James Brown, director of information technology, gave a presentation and answered questions

from City Council.

5. 25. **Resolution - Information Technology:** Resolution No. 2022-R0526 authorizing the Mayor to execute Agreement 17011, with ESO Solutions, Inc., for the replacement of the current Records Management System (RMS) software for Lubbock Fire Rescue.

James Brown, director of information technology, gave a presentation and answered questions from City Council.

5. 26. **Resolution - Information Technology:** Resolution No. 2022-R0527 authorizing the Mayor to execute Purchase Order 33100041, with Dell Marketing, LP, for the purchase of server and networking hardware to support the Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) replacement project, for Police and Lubbock Fire Rescue.

James Brown, director of information technology, gave a presentation and answered questions from City Council.

5. 27. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Agreement 17015, with Sciens Consulting LLC, for project management services related to the Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) replacement project, for Police and Lubbock Fire Rescue.

This item was postponed to the January 10, 2023 Regular City Council Meeting.

James Brown, director of information technology, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 28. **Resolution - Fleet Services:** Resolution No. 2022-R0528 authorizing the Mayor to execute Purchase Order 31070477, with Bruckner Truck Sales, Inc., for the purchase of a Commercial Truck Cab & Chassis with a Dump Body, for the Water Distribution & Maintenance Department.

5. 29. **Resolution - Police:** Resolution No. 2022-R0529 authorizing the Mayor of the City of Lubbock to execute, for and on behalf of the City of Lubbock, a Memorandum of Understanding for Law Enforcement Services, by and between the City of Lubbock and the Lubbock Independent School District.

5. 30. **Resolution - City Manager:** Resolution No. 2022-R0530 authorizing the Mayor to execute an Agreement Termination and Release terminating the existing Joyland Amusement Park Lease Agreement, Resolution No. 2022-R0179, effective December 31, 2022.

5. 31. **Resolution - City Manager:** Resolution No. 2022-R0531 authorizing the Mayor to execute the Joyland Amusement Park Lease Agreement, by and between the City of Lubbock and Joyland Amusement Park, Inc., regarding the lease of certain real property located at Mackenzie Park.

5. 32. **Resolution - City Manager:** Resolution No. 2022-R0532 authorizing the Mayor to execute an agreement with Baker Tilly US, LLP, for executive recruitment services.

5. 33. **Resolution - City Manager:** Resolution No. 2022-R0533 authorizing the Mayor to execute an Interlocal Wholesale Water Sales Contract by and between the City of Lubbock and the City of Wolfforth for the provision of wholesale water.

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

6. Regular Agenda

6. 1. **Public Hearing - Planning (District 1):** Ordinance No. 2022-O0176, for Zone Case 804-C, a request of Keller Williams Realtor for Kenneth Charles Ewings, for a zone change from Single-Family District (R-1) to Two Family District (R-2) at 1411 and 1501 East Kent Street, located north of East Kent Street and west of North Martin Luther King Jr. Boulevard, on 8.45 acres of unplatted land out of Block A, Section 10.

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

Mayor Payne opened the public hearing at 6:37 p.m.

Shannon Byford, with Keller Williams Realty, representing the proponent, appeared to speak in favor.

Donald Earl Williamson, Jr. and Michael Tullos appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:48 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0176.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Christy Martinez-Garcia
Council Member Dr. Jennifer Wilson

6. 2. **Public Hearing - Planning (District 1):** Ordinance No. 2022-O0177, for Zone Case 3475, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), at 1503 East Drew Street, located north of Drew Street and east of Ivory Avenue, on 219.7 acres of unplatted land out of Block D, Sections 37 and 38.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0177.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing - Planning (District 3):** Ordinance No. 2022-O0178, for Zone Case 2418-D, a request of Quorum Shopping Center, for a zone change from Local Retail District (C-2) to Commercial District (C-4), at 5102 60th Street, Unit A, east of Slide Road, north of 60th Street and south of 59th Street, Piedmont Addition, Tract B.

Mayor Payne opened the public hearing at 6:55 p.m.

Eddie Maddox; and Kyle Riddle, representing the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0178.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing - Planning (District 4):** Ordinance No. 2022-O0179, for Zone Case 3274-F, a request of Betenbough Homes, for a zone change from Interstate Highway Commercial District (IHC) to Two-Family District (R-2), at 1601 130th Street, located south of 130th Street and west of Avenue P, on 5.086 acres of unplatted land out of Block E, Section 16.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0179.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing - Planning (District 4):** Ordinance No. 2022-O0187, for Zone Case 3347-A, a request of Tortoise and Hare Land Co. for Windows by Chad, LLC, for a zone change from Transition (T) to Commercial District (C-4) Specific Use for self-storage at 3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O.

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

Mayor Pro Tem Patterson Harris opened the public hearing at 7:08 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Patterson Harris closed the public hearing at 7:09 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0187.

Vote: 6 - 0 Motion carried

Other: Mayor Tray Payne (RECUSE)

6. 6. **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0186, for Zone Case 1977-H, a request of Seventeen Services, LLC for 7202 Slide LTD, for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. K'Leigh Hernandez, with Seventeen Services, LLC, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Ordinance No. 2022-O0186.

Vote: 6 - 1 Motion carried

NAY: Council Member Dr. Jennifer Wilson

6. 7. **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0180, for Zone Case 2068-A, a request of Vincent Gerard and Associates for Verizon Wireless, for a zone change from High-Density Apartment District (A-2) to High-Density Apartment District (A-2) with a Specific Use for a Telecommunications Tower, at 5812 73rd Street, located north of 73rd Street and west of Frankford Avenue, Stonegate Addition, south 170 feet of Tract B.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0180.

Vote: 7 - 0 Motion carried

6. 8. **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0181, for Zone Case 3473, a request of CMS Properties for Denim Sky Capital, LTD and Terra Firma Acquisitions, LLC, for a zone change from Transition District (T) to General Retail District (C-3), at 9802, 9902 and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue on 6.549 acres of unplatted land out of Block AK, Section 22.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0181.

Vote: 7 - 0 Motion carried

6. 9. **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0182, for Zone Case 3474, a request of CMS Properties for Equity Commercial Properties, LTD, for a zone change from Transition District (T) to General Retail District (C-3), at 6425 98th Street, located south of 98th Street and east of Milwaukee Avenue, on 8.315 acres of unplatted land out of Block AK, Section 21.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0182.

Vote: 7 - 0 Motion carried

6. 10. **Public Hearing - Planning (District 6):** Ordinance No. 2022-O0183, for Zone Case 1875-F, a request of Vito Lucio, for a zone change from Single-Family District (R-1) and Two-Family District (R-2) to Two-Family District (R-2), at 2102 Norwich Avenue, located north of 22nd Street and west of Norwich Avenue, Ridgewood II Addition, Lot 94-A-2.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0183.

Vote: 7 - 0 Motion carried

6. 11. **Public Hearing - Planning (District 6):** Ordinance No. 2022-O0184, for Zone Case 1893-EE, a request of Seventeen Services, LLC for Wag 2.0, LLC, for a zone change from Single-Family District (R-1) and Family Apartment District (A-1) to Two-Family District (R-2), generally located north and south of 3rd Street and west of Huron Avenue, on 2.505 acres of unplatted land out of Block JS, Section 2.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0184.

Vote: 7 - 0 Motion carried

6. 12. **Public Hearing - Planning (District 6):** Ordinance No. 2022-O0185, for Zone Case 2931-E, a request of AMD Engineering, LLC for North Loop 289, LTD, for a zone change from Single Family District (R-1) and High-Density Apartment District (A-2) to Two-Family District (R-2), at 223 North Chicago Avenue, located south of Colgate Street and west of North Chicago Avenue, on 32.08 acres of unplatted land out of Block JS, Section 1.

Mayor Payne opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0185.

Vote: 7 - 0 Motion carried

6. 13. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0173, for a request from Red Canyon Development, LLC, to annex an area of approximately 16.05 acres, adjacent to the southern city limits of the City of Lubbock, north of Woodrow Road and west of Quaker Avenue.

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

Motion by Council Member Steve Massengale, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0173.

Vote: 7 - 0 Motion carried

6. 14. **Resolution - Planning:** Resolution No. 2022-R0534 authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement with Red Canyon Development, LLC, for the requested annexation of an area of land generally described as 16.05 acres north of Woodrow Road and west of Quaker Avenue, into Lubbock's corporate limits.

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

Motion by Council Member Mark W. McBrayer, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0534.

Vote: 7 - 0 Motion carried

7:10 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Patterson Harris adjourned the meeting.

The December 13, 2022 Regular City Council Meeting minutes were approved by the City Council on the 24th day of January, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 11278
Regular City Council Meeting
01/24/2023:

6. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2023-O0001, Amendment 8, amending the FY 2022-23 Budget for municipal purposes respecting the Community Development Fund to appropriate funding for the Comprehensive Energy Assistance Program; providing for filing; and providing for a savings clause.

Item Summary

On January 10, 2023, the City Council approved the first reading of the ordinance.

Amend the FY 2022-23 Comprehensive Energy Assistance Grant Budget in the Community Development Fund by increasing the appropriation by $25,723, from $1,500,000 to $1,525,723. Additional funding will come from the Texas Department of Housing and Community Affairs.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE COMMUNITY DEVELOPMENT FUND TO APPROPRIATE FUNDING FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #8) for municipal purposes, as follows:

I. Amend the FY 2022-23 Comprehensive Energy Assistance Grant Budget in the Community Development Fund by increasing the appropriation by $25,723, from $1,500,000 to $1,525,723. Additional funding will come from the Texas Department of Housing and Community Affairs.

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# 11270
Regular City Council Meeting **6. 1. 1.**
01/24/2023:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17086, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs, and to encourage consumers to control energy costs for years to come through education.

Item Summary

• **Grantee:** City of Lubbock, Community Development Department
• **Funding Source:** 2023 CEAP from TDHCA (Contract # 58230003823)
• **Use of Funds:** Pass through grant from TDHCA to provide energy assistance by paying for energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County
• **Allocation:** $1,525,723
• **Terms:** January 1, 2023 – December 31, 2023, with the option to extend time up to six (6) months as determined by TDHCA

CEAP involves integration of all Low Income Home Energy Assistance Programs (LIHEAP), thereby enhancing efficiency and effectiveness of services provided to clients, and eliminating duplication of services.

Fiscal Impact

There is no fiscal impact to the General Fund. Grant funding amount allocated to Community Development for the CEAP program is $1,525,723.

Staff/Board Recommending

Karen Murfee, Director of Community Development

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Comprehensive Energy Assistance Program Funding Agreement 17086, and all related documents, between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA), for the funding of a program for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. CBDG Contract 17086 – TDHCA_CEAP
1.4.23

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2301TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2023
Unique Entity Identifier Number: LXDNEKWRVKJ6

SECTION 1. PARTIES TO THE CONTRACT

This 2023 Comprehensive Energy Assistance Program (CEAP) Contract Number 58230003823 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and City of Lubbock, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2023**, and, unless earlier terminated, shall end on **December 31, 2023** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. The following County/Counties constitute Subrecipient's "Service Area": LUBBOCK

B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program ("CEAP") in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations, and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to "Elderly Persons", "Person with a Disability", "Households" with a young child five (5) years of age or under, Households with "High Energy Burden", and Households with "High Energy Consumption," as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of grant funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.

D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2023 funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

E. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;
2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
3. is not incurred during the Contract Term;
4. is not reported to Department on a monthly expenditure or performance report within forty- five (45) calendar days following the end of the Contract Term; or
5. is incurred for the purchase or permanent improvement of real property.

F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.

G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$1,525,723.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars ($5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.

D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.

E. REPAYMENT. Subrecipient shall repay, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Texas Grant Management Standards () ("TXGMS") in effect on the effective date of this Contract. All references therein to "local government" shall be construed to mean Subrecipient.

B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of 0.00%.

C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) of Federal funds.

D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to SAandACF@tdhca.state.tx.us.

F. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the Performance Statement attached as Exhibit B to this Contract.

B. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.

C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.

G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of this Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.

B. CEAP grant funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.

C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use it's administrative and program services funds for direct service categories.

SECTION 9. RECORDKEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the TXGMS, Subrecipient agrees to comply with any changes to the TXGMS record keeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 553 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subcontracts. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the TXGMS; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form;
3. Copy of client's utility bill(s);
4. Energy consumption history for previous twelve (12) months (all fuel types) or Department approved Alternative Billing Method;
5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
6. Documentation of benefits determination;
7. Notice of Denial Form (if applicable);
8. Right of appeal and procedures for denial or termination of services (if applicable);
9. Any documentation required by directives provided by the Department;
10. Priority rating form;
11. Case notes sufficient to document that program service activity has occurred;
12. Household Status Verification Form for all Household members; and
13. SAVE printout (if applicable).

F. SUBCONTRACTS. Subrecipient shall include the substance of the Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.

C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of Five Thousand and No/100 Dollars ($5,000.00) and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.

D. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

E. HOUSEHOLD DATA. By the fifteenth (15th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.

F. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.

G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

SECTION 12. CHANGES AND AMENDMENTS

A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.

C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract. The Department acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

SECTION 16. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 2 CFR Part 200, TXGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars ($5,000.00) or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars ($25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars ($100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. INSURANCE. Subrecipient is basically a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take

SECTION 20. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 21. LEGAL AUTHORITY

A. LEGAL AUTHORITY. Subrecipient represents that it possesses legal authority to apply for the Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. TERMINATION; LIABILITY. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.

D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 22. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, et seq) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.

C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.

E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient 's rights to any funds shall be terminated.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.

G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

H. PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.

1. General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

   a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities.

   b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   c) Telecommunications or video surveillance services provided by such entities or using such equipment.

   d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

SECTION 23. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

SECTION 24. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

B. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the one hundred-twentieth (120th) day after the date the Department notifies Subrecipient of the violation.

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.

G. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

H. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE ACTIVITY PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Subrecipient and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

D. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. DISCRIMINATION PROHIBITED. In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.

C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Person with a Disability.

D. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).

E. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. DEBARRED AND SUSPENDED PARTIES. By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.

B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

SECTION 30. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 32. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 33. NO WAIVER

A. RIGHT OR REMEDY. Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 34. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 35. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Addendum E - PRWORA Requirements
6. Exhibit A- Budget

SECTION 36. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and a Persons with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

C. Temporary flexibilities will be in place effective at the start of the Contract Term, until the later of the end of the COVID-19 disaster or December 31, 2023 to:

1. Allow Subrecipients to utilize Texas Rent Relief income certification. For such Households, no additional income documentation is needed as they are deemed income eligible through the Texas Rent Relief Program which also uses 150% AMI;
2. Allow the payment of 100% of a customer's annual usage in one lump sum; and
3. Allow a Non-Vulnerable Population Household with an inoperable heating and cooling unit to receive up to $7,500 for service and repair regardless of the existence of Crisis conditions.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 38. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 39. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, disease, pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution ("ADR") procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 41. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. CYBERSECURITY TRAINING PROGRAM

A. Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

B. If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

SECTION 46. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

SECTION 47. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZTIONS, CHARIABLE TRUSTS, AND PRIVATE FOUNDATIONS

Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

SECTION 48. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Karen Murfee, Executive Director
Telephone: (806) 775-2296 Fax: (806) 775-3917 Email: kmurfee@mylubbock.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 48.

C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6

SECTION 49. VENUE AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

SECTION 50. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

SECTION 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications must provide a space for applicants to indicate if they are a veteran as required by Section 434.212 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at https://veterans.portal.texas.gov/.

SECTION 52. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

EXECUTED to be effective on **January 01, 2023**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

City of Lubbock
PO Box 2000
Lubbock, TX 79457

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:
City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subcontract which contain provisions for the children's services and that all subcontracts shall certify accordingly.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:

(1) Is in connection with this award;

(2) Reached its final disposition during the most resent five year period; and

(3) Is one of the following:

i. A criminal proceeding that resulted in a conviction, as defined below;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000.00 or more or reimbursement, restitution, or damage in excess of $100,000.00; or

iv. Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____
[Signature]
Printed Name:_____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq.*, as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642 (a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance.

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Modernization Act of 2014 (FISMA) (PL-113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS.

(l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted on their website.

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit B and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit B and the SAVE Program requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit B, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

(a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

(a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

(5) Points of Contact

Michael De Young
Director of Community Affairs
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-2125
Email: michael.deyoung@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **City of Lubbock** (Subrecipient):

☐ Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003823
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A

BUDGET

City of Lubbock
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 1,525,723.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 2,500.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 110,157.00	-
Direct Services	$ 1,413,066.00	-
TOTAL CEAP BUDGET	$ 1,523,223.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 612,635.00	43.36
Utility Assistance	$ 612,635.00	43.36
Program Services	$ 187,796.00	13.29
TOTAL DIRECT SERVICES	$ 1,413,066.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services cost shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in termination of this Contract. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

AI# 11271
Regular City Council Meeting 6. 1. 2.
01/24/2023:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17085, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) administered by Texas Department of Housing and Community Affairs (TDHCA).

Item Summary

• **Grantee:** Lutheran Social Services of the South, Inc. (LSSS), aka Neighborhood House
• **Funding Source:** 2023 CEAP from TDHCA
• **Use of Funds:** 1) Providing an application process approving qualified individuals and households for energy assistance, and 2) Reporting funding amount that is eligible for payment to Community Development, to approve for payment of energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County
• **Allocation:** Program Services $187,796
• **Terms:** January 1, 2023 – December 31, 2023, with the option to extend time up to 6 months as determined by TDHCA

Fiscal Impact

There is no fiscal impact to the General Fund. Grant funding amount allocated to LSSS for the CEAP program is $187,796.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Comprehensive Energy Assistance Program Funding Agreement 17085, and all related documents, between the City of Lubbock and Lutheran Social Services of the South, Inc., to administrate a program for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____

Kelli Leisure, Assistant City Attorney

ccdocs/RES. Contract 17085 – Lutheran Social Svcs CEAP
1.9.23

2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
BETWEEN
CITY OF LUBBOCK
AND
LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.

This Comprehensive Energy Assistance Program (CEAP) Agreement (the "Agreement"), Contract No. 17085 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Lutheran Social Services of the South, Inc.**, a State of Texas non-profit enter (the "Contractor"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of January, 2023 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its administration of the Comprehensive Energy Assistance Program (the "CEAP"); and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in Lubbock County, Texas (the "Services"); and

WHEREAS, the City finds that the Services benefit citizens of Lubbock County and constitute a valuable public service; and

WHEREAS, the City finds that the Services are the predominate purpose of this Agreement; and

WHEREAS, the Contractor and the Services have been found to meet the criteria for funding under a request for proposals issued by the City; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose is accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City finds that the Contractor has the special expertise, knowledge, and experience necessary for the performance of this Agreement and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to enter into this Agreement with the Contractor to make available assistance for low-income individuals and families with utility (electricity, gas and propane) cost and repair or replacement of existing equipment for heating and cooling, CEAP Program (the "Program"); and

NOW, THEREFORE,

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

The City agrees to award the Contractor funding from the CEAP in an amount not to exceed one hundred eighty-seven thousand, seven hundred and ninety six dollars ($187,796.00) in return for Contractor performing the Services of the Program (the "Funding").

1. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Contractor in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Contractor under this Agreement.

2. The Funding shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Any Comprehensive Energy Assistance Program (the "CEAP") funds applicable to this Agreement shall be disbursed in the amount and at the time such funds are disbursed to the City by the State of Texas.

3. The City shall not be liable to the Contractor for any costs incurred by the Contractor which have been paid to the Contractor, which are subject to be paid to the Contractor, which have been reimbursed to the Contractor, or which are subject to reimbursement to the Contractor by any source other than the City or the Contractor.

4. The City shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this Agreement.

5. The City shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this Agreement which have not been billed to the City by the Contractor within sixty (60) days following the termination of this Agreement.

6. The City shall not be liable for any costs incurred or performances rendered by the Contractor before the commencement or after termination of this Agreement.

7. The Funding will be limited to the following:

   a. For the sole purpose of the Contractor's Services for the Program;

   b. For the satisfaction of expenses incurred by the Contractor in its provision of Services for the Program; and

   c. For the benefit of lower-income families that reside in Lubbock County, Texas, and whose gross household income does not exceed one hundred and fifty percent (150%) of the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services.

B. Contractor's Responsibilities

1. The Contractor agrees to the Funding solely for the purpose of the Program as it is performed at Neighborhood House, 6501 University Ave., Suite 504, Lubbock, Texas 79413 (also known as Lutheran Social Services of the South)

2. The Contractor agrees to comply with all applicable uniform administrative requirements as described in the Lutheran Social Services Policy Manual; all generally accepted administrative requirements for the Texas State Government located at 1TAC5.141, et seq.; and, all federal administrative requirements located at 45CFR Part 96.

3. The Contractor agrees to carry out the Services contemplated under this Agreement in compliance with all State and Local laws and regulations.

4. The Contractor shall retain in its clients' files only those documents that are required to validate its clients' eligibility for the Program. Such documents may include forms of documentation of disability such as Social Security or a Supplemental Security Income statement. The Contractor shall not include documentation from a medical professional, such as a doctor's letter, in its clients' files.

Article 2. TIME OF PERFORMANCE

This Agreement shall commence January 1, 2023 and shall terminate December 31, 2023 (the "Term"), with the option to extend time up to six (6) months as determined by the Texas Department of Housing and Community Affairs, with the understanding that the Grantee will expend 100 percent of the funds to assist low-income eligible persons during the contract term. The Term may be extended on a year to year basis during the five (5) year roll-over cycle ending December 2025, provided funds are received from the Texas Department of Housing and Community Affairs (the "TDHCA"), and providing that the Contractor meets its obligations during the Term, subject to the approval of the City Council of the City.

Article 3. BUDGET

The Contractor will use the CEAP funds awarded under this Agreement to administer the Program in the following manner:

CEAP Program Services Cost	$187,796
Total CEAP funds awarded under this Agreement	$187,796

Article 4. PAYMENT

The City will pay up to one hundred eighty-seven thousand, seven hundred and ninety six dollars and NO/100 ($187,796.00) to the Contractor based upon the receipt of a request for funds and project expense summary for the Contractor's Services under the Project. The Funding shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Any Comprehensive Energy Assistance Program (the "CEAP") funds applicable to this Agreement shall be disbursed in the amount and at the time such funds are disbursed to the City by the State of Texas. The Contractor shall submit to the City invoices for items purchased in the Contractor's performance of the Services under the Project. The City shall determine the reasonableness of each purchase and shall not make a disbursement of any such payment until

the City has reviewed and approved each purchase. The City may release up to ten percent (10%) of the funds to be used as start-up funding for the Contractor's Services under the Project. The Contractor will then bill the City monthly for expenses incurred by the Contractor during the prior month of Services performed under the Project. By January 10, 2024, unless extension of time up to six (6) months as determined by the Texas Department of Housing and Community Affairs, with the understanding that 100 percent of the funds to assist low-income eligible persons during the contract term. The Contractor will provide the City with the proper documentation to show how all funds were expended by the Contractor in its performance of Services under the Program, including the start-up costs.

Article 5. NOTICES

All communication required under this Agreement shall be directed to the following Party representatives:

***For the City*:**
Karen Murfee
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

***For the Contractor*:**
Joy Loper
Lutheran Social Services of the South, Inc.
6501 University Ave., Suite 504
Lubbock, TX 79413

Article 6. SPECIAL CONDITIONS

A. The Contractor will keep adequate documentation of the design of the Program, the implementation of the Program, and evaluation of Program design.

B. The Contractor will keep documentation of its efforts to leverage CEAP funds with other programs to enhance the Services provided to its clients.

C. The Contractor will keep documentation of its efforts to cooperate and collaborate with other service providers.

Article 7. GENERAL CONDITIONS

A. General Compliance

1. Contractor agrees to comply with all applicable federal, state, and local laws and regulations governing the Funding provided under this Agreement which were made available under the City's CEAP.

2. The Contractor shall administer the CEAP to eligible clients in accordance with TDHCA CEAP regulations, as out lined in Texas Administrative Code (TAC 10) regulations; the Low-Income Home Energy Assistance Act of 1981, as amended; 42 U.S.C. Sec. 8621 et seq.; the LIHEAP Act Public Law 97-35; the LIHEAP State Plan; and, sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Agency of labor regulations (29 CFR, Part 5).

B. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this Agreement.

C. Right to Exercise

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

D. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker's Compensation insurance as the Contractor is an independent contractor.

E. Indemnity and Release

1. The Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and the City's respective officers, employees, elected officials, and agents, from and against any and all losses, damages, claims, or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner, or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims, or liabilities arising from or related to, in any way, manner, or form, the act or omission of third parties or the negligence or fault of the City, its respective officers, employees, elected officials, or agents.

   The Contractor further covenants and agrees to defend any suits or administrative proceedings brought against the City or the City's respective officers, employees, elected officials, or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials, or agents, as applicable, resulting from such suits, claims, or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims, or administrative proceedings. Additionally, the Contractor shall pay to the City, all attorney's fees incurred by the Parties in enforcing the Contractor's indemnity in this section.

2. The City, and its respective officers, employees, elected officials, and agents shall not be liable, and the Contractor hereby releases the City, and its respective officers, employees, elected officials, and agents, for, from, and against any losses, damages, claims, or liabilities to the Contractor, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner, or form, the unenforceability or voidance, for any reason, of all or part of this Agreement.

3. The indemnity and release provided herein shall survive the termination or voidance of this Agreement.

F. Worker's Compensation

The Contractor shall provide Worker's Compensation insurance coverage or other approved coverage for all employees involved in the performance of this Agreement.

G. Insurance and Bonding

Throughout the Term, the Contractor shall maintain liability insurance in the following minimum amounts:

Type of Insurance	*Minimum Liability*
Commercial General Liability	**$1,000,000 Limit**
Property Damage Liability	**$100,000 Each Occurrence**

H. City Recognition

The Contractor shall insure the recognition of the role of the City's CEAP in providing funding through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to a funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

1. The City or the Contractor may amend this Agreement at any time, provided that such amendment makes specific reference to this Agreement, is executed in writing, signed by a duly-authorized representative of both Parties, and approved by the City. Any such amendment shall not invalidate this Agreement, and shall neither relieve nor release the City or the Contractor from its obligations under this Agreement.

2. The City may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If any such amendment results in a change to the Funding, the scope of services, or the activities to be undertaken as part of this Agreement, then such amendment will be incorporated into this Agreement only by written amendment signed by both the City and the Contractor.

J. Suspension or Termination

1. Either Party may terminate this Agreement at any time by giving written notice to the other Party of such termination, and by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Partial termination of any portion of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination of this Agreement for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Contractor under this Agreement shall, at the option of City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

2. The City may also suspend or terminate this Agreement, in whole or in part, if the Contractor materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein. In such a circumstance, the City may declare the Contractor ineligible for any further participation in future City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of the Funding until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

3. The City may also terminate this Agreement in the event of an emergency or disaster, whether an act of God, natural, or manmade, by giving twenty four (24) hour verbal notice to the Contractor. Any expenditure incurred prior to receiving such notice will be reimbursed; however, in no event shall the City pay for any expenses incurred after such notice of termination is given by the City.

K. Prevention of Waste, Fraud, and Abuse

1. The Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Agreement. The systems and procedures shall address possible waste, fraud, and abuse by the Contractor, its employees, recipients, vendors, and administrating agencies. The Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by the City.

2. The Contractor shall give the City complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. The Contractor shall immediately notify the City of any discovery of waste, fraud, or abuse. The Contractor shall fully cooperate with the City's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Program.

3. The Contractor may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

L. Legal Remedies

In any instance where the Contractor violates or breaches this Agreement, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities under this Agreement temporarily pending either corrective action by the Contractor or a decision by the City to terminate this Agreement.

M. Legal Authority

1. The Contractor represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage funds authorized by this Agreement, and to perform the services the Contractor has obligated itself to perform under this Agreement.
2. The Contractor's signatory hereby warrants that he/she has been authorized by the Contractor to execute this Agreement on behalf of the Contractor and to bind the Contractor to this Agreement.

Article 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles: The Contractor shall administer the Program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or 2 CFR Part 200 Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Record Keeping Requirements: The Contractor shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Agreement in accordance with the UGMS and Section III, Common rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C: Post Award Requirements, 18.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

2. The Contractor agrees to work with the City to ensure compliance with TDHCA and City Policies and Procedures, including but not limited to the use of required web-based software system procured by the City, to collect and manage client data in real-time, to conduct prioritization for Utility Assistance (UA) and Household Crisis (HHC) components.

3. Open Records: The Contractor acknowledges that all information collected, assembled, or maintained by the Contractor pertaining to this Agreement is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to the Agreement subject to the Texas Public Information Act.

4. The Contractor shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and the City, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of the Contractor, all records pertaining to this Agreement. Such right to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location for the greater of: (a) four (4) years; (b) if notified by the City in writing, the date that the final audit is accepted with all audit issues resolved to the City's satisfaction; (c) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (d) a date consistent with any other period required by federal or state law or regulation. The Contractor agrees to cooperate with any examination conducted under this Agreement. Upon the termination of this Agreement, all of the Contractor's records shall become property of the City.

C. Retention

The Contractor shall retain all record pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all State audit findings, whichever occurs later.

D. Client Data

The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, ethnicity,
age, education-level, and household size. Such information shall be made available to the City for review by the tenth (10th) day of every month.

E. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

F. Operation and Financial Reports

1. Financial Record Reports: The Contractor agrees to submit to the City invoices for the services and approved costs of the Program by the tenth (10th) day of each month.

2. Operation Reports: The Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

Article 9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. The Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR Chapter 60.

2. No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Agreement.

B. Conduct

1. *Prohibit Political Activity and Lobbying*.
   The Contractor hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

   c. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including any subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

   > "None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment"

d. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States; and

e. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this section.

2. *Conflict of Interest and Nepotism*.

a. The Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by the Contactor.

b. No person: (1) Who is an employee, agent, consultant, officer, or official of the Contractor, and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or, (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

c. The Contractor's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

D. Chapter 2270, Subtitle F, Title 10, Texas Government Code

The Contractor warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

THE CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.

Michael Loo, CEO

FED.I.D. # 74-1109745

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 9, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Food and Drug Administration; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $10,000 from the Food and Drug Administration for the Track 2 Development Base Grant as part of the Retail Flexible Funding Model Grant Program.

II. Accept and appropriate $7,500 from the Food and Drug Administration for Retail Program Standard training to staff as part of the Retail Flexible Funding Model Grant Program.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE FOOD AND DRUG ADMINISTRATION; 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 #9) for municipal purposes, as follows:

I. Accept and appropriate $10,000 from the Food and Drug Administration for the Track 2 Development Base Grant as part of the Retail Flexible Funding Model Grant Program.

II. Accept and appropriate $7,500 from the Food and Drug Administration for Retail Program Standard training to staff as part of the Retail Flexible Funding Model Grant 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# 11286
Regular City Council Meeting 6. 3.
01/24/2023:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 10, amending the FY 2022-23 Budget for municipal purposes respecting civil service positions; providing for filing; and providing for a savings clause.

Item Summary

Exhibit A of the FY 2022-23 Adopted Budget, as passed by the City Council on September 13, 2022, is hereby amended to replace Page 195 of said Exhibit, entitled "Fire Rescue - Job Grade Summary," with the amended Page 195, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment"), as it relates to the civil service positions. In accordance with Section 2.06.109 of the City of Lubbock Code of Ordinances, the civil service positions, as set forth in the Amendment, are hereby established by Ordinance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 10
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING CIVIL SERVICE POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, pursuant to Section 143.021(a) of the Texas Local Government Code, the City Council by ordinance shall prescribe the number of civil service positions; and

WHEREAS, the City Council desires to amend the number of fire and police civil service positions; 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 #10) for municipal purposes, as follows:

Exhibit A of the FY 2022-23 Adopted Budget, as passed by City Council on September 13, 2022, is hereby amended to replace page 195 of said Exhibit, entitled "Fire Rescue - Job Grade Summary," with the amended page 195, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment") as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Amendment, are hereby established by Ordinance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY22-23.Amend10.ord
January 4, 2023

Fire Rescue - Job Grade Summary

Exhibit A

SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Amended FY 2022-23	Change from budget
Fire Chief	145	1	1	1	1	1	-
Fire Marshal	137	1	1	1	1	1	-
Deputy Chief	FCS7	2	2	2	2	2	-
Division Chief	FCS6	3	3	3	3	3	-
Battalion Chief	FCS5	11	11	11	11	11	-
Communication Supervisor (Battalion Chief)	FCS5	-	-	-	-	1	1
Deputy Fire Marshal CRRO* (Battalion Chief)	FCS5	-	-	1	1	1	-
Fire Captain	FCS4	29	29	29	29	29	-
Communication Supervisor (Fire Captain)	FCS4	1	1	1	1	-	(1)
Assistant Fire Marshal* (Fire Captain)	FCS4	-	-	-	-	-	-
Deputy Fire Marshal* (Fire Captain)	FCS4	2	2	-	-	-	-
Assistant Fire Marshal* (Fire Lieutenant)	FCS3	1	2	2	2	2	-
Deputy Fire Marshal* (Fire Lieutenant)	FCS3	3	2	2	3	3	-
NFIRS/Data Manager* (Fire Lieutenant)	FCS3	-	-	-	-	-	-
Fire Inspector/Investigator* (Fire Lieutenant)	FCS3	-	1	1	1	1	-
Fire Lieutenant	FCS3	58	59	59	59	59	-
Assistant Fire Marshal (Fire Equip. Operator)	FCS2	1	-	-	-	-	-
Fire Equipment Operator	FCS2	76	75	75	77	77	-
Fire Inspector* (Fire Equipment Operator)	FCS2	1	1	1	-	-	-
Fire Inspector/Investigator* (Fire Equip. Oper.)	FCS2	2	3	4	4	4	-
NFIRS/Data Manager* (Fire Equip. Operator)	FCS2	1	-	-	-	-	-
Firefighter**	FCS1	213	213	213	215	215	-
Probationary Fire Fighter (NCS)**	FNCS1	-	-	-	-	-	-
TOTAL SWORN JOB GRADE SUMMARY		406	406	406	410	410	-

* Civil Service rank within the Fire Prevention Division serves to designate a pay grade and is considered separate and apart from the personnel schedule as listed above. In the event that a vacancy occurs in the Fire Prevention Division, with the exception of the Administrative Assistant, Fire Protection Engineer, and the Fire Marshal, an entry level position of Fire Inspector is opened up to anyone within the department that holds a Civil Service rank of Equipment Operator. A minimum commitment for a Fire Prevention Division position is four years. The Fire Marshal and Fire Chief approve all transfers into and out of the Fire Prevention Division. If prior to the end of the fiscal year, an individual in the Fire Prevention Division in the rank of Lieutenant or Equipment Operator advances to the top of a promotional list, then in such event and only in such event, there is created an additional position in the next higher Civil Service rank. In the event such position is created and filled, then and only then, there shall be one position abolished at the Civil Service rank immediately below the newly created position. A person holding the #1 position on the promotional eligibility list for the classification immediately below the position abolished shall be promoted to the position abolished for a time period not to exceed one pay period after which the person shall be demoted to the position immediately below the position abolished and shall be placed on a reinstatement list, all in accordance with Chapter 143 of the Local Government Code. There shall be one and only one rank of Battalion Chief in the Fire Prevention Division. If a person makes a Civil Service promotion under this track and elects to transfer out of the Fire Prevention Division, that individual would be required to serve a minimum of two years in the newly created Civil Service rank, before the transfer would be considered. The total number of Civil Service positions in the Fire Prevention Division shall be maintained at eleven.

**Since the Probationary Fire fighter position (FNCS1) exists for one year from the date of hire, the total combined number of Probationary Fire Fighters (FNCS1) and Fire Fighters (FCS1) shall not exceed 215.

NON-SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Amended FY 2022-23	Change From Budget
Director of Emergency Management	134	1	1	1	1	1	-
Deputy Director of Emergency Management	132	1	1	1	1	1	-
Fire Protection Engineer	124	1	1	1	1	1	-
Management Assistant	122	2	2	2	2	2	-
Public Safety Dispatcher II	119	8	7	9	9	9	-
Emergency Management Planner	122	-	-	1	1	1	-
Senior Equipment Technician	118	-	-	-	2	2	-
Equipment Technician	117	5	5	5	3	3	-
End User Support Technician	117	1	1	1	1	1	-
Administrative Assistant	112	5	5	5	5	5	-
Public Safety Dispatcher I	117	4	5	3	3	3	-
Storekeeper	111	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Equipment Technician	123	1	1	1	1	1	-
Fire Facilities Building Maintenance Leader	120	1	1	1	1	1	-
Public Information Officer	123	-	-	1	1	1	-
Fire Plans Examiner	120	-	-	-	1	1	-
Outdoor Warning Logistics Technician	114	-	1	1	1	1	-
TOTAL NON-SWORN JOB GRADE SUMMARY		32	33	35	36	36	-
TOTAL JOB GRADE SUMMARY		438	439	441	446	446	-

Fire Rescue - Job Grade Summary

Exhibit A

SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Amended FY 2022-23	Change from budget
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Fire Captain	FCS4	29	29	29	29	29	-
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Deputy Fire Marshal* (Fire Captain)	FCS4	2	2	-	-	-	-
Assistant Fire Marshal* (Fire Lieutenant)	FCS3	1	2	2	2	2	-
Deputy Fire Marshal* (Fire Lieutenant)	FCS3	3	2	2	3	3	-
NFIRS/Data Manager* (Fire Lieutenant)	FCS3	-	-	-	-	-	-
Fire Inspector/Investigator* (Fire Lieutenant)	FCS3	-	1	1	1	1	-
Fire Lieutenant	FCS3	58	59	59	59	59	-
Assistant Fire Marshal (Fire Equip. Operator)	FCS2	1	-	-	-	-	-
Fire Equipment Operator	FCS2	76	75	75	77	77	-
Fire Inspector* (Fire Equipment Operator)	FCS2	1	1	1	-	-	-
Fire Inspector/Investigator* (Fire Equip. Oper.)	FCS2	2	3	4	4	4	-
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Firefighter**	FCS1	213	213	213	215	215	-
Probationary Fire Fighter (NCS)**	FNCS1	-	-	-	-	-	-
TOTAL SWORN JOB GRADE SUMMARY		406	406	406	410	410	-

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Management Assistant	122	2	2	2	2	2	-
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Emergency Management Planner	122	-	-	1	1	1	-
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End User Support Technician	117	1	1	1	1	1	-
Administrative Assistant	112	5	5	5	5	5	-
Public Safety Dispatcher I	117	4	5	3	3	3	-
Storekeeper	111	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Equipment Technician	123	1	1	1	1	1	-
Fire Facilities Building Maintenance Leader	120	1	1	1	1	1	-
Public Information Officer	123	-	-	1	1	1	-
Fire Plans Examiner	120	-	-	-	1	1	-
Outdoor Warning Logistics Technician	114	-	1	1	1	1	-
TOTAL NON-SWORN JOB GRADE SUMMARY		32	33	35	36	36	-
TOTAL JOB GRADE SUMMARY		438	439	441	446	446	-

AI# 11305
Regular City Council Meeting 6. 4.
01/24/2023:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept for and on behalf of the City of Lubbock, a Special Warranty Deed and all related documents, associated with certain property which is more or less a 1.315-acre tract located in Section 5, Block B, Lubbock County, Texas, owned by the Lubbock Independent School District.

Item Summary

Lubbock Independent School District (LISD) owns 1.315 acres of real property located in Section 5, Block B, Lubbock, Texas, and desires to convey the land to the City of Lubbock. This land is located at 1323 East 24th Street and is the site of Priority Intervention Academy. The land is adjacent to Mae Simmons Park and will be utilized for future improvements to the park.

The City Council approved the transaction at the December 6, 2022 City Council Meeting. On December 15, 2022, the LISD Board of Trustees approved the transaction with a few changes to the Special Warranty Deed. As a result of the changes to the Special Warranty Deed, the City Council must take action on the revised deed. The revised deed approved by the LISD Board of Trustees states that LISD grants the land to the City, so long as the property is used for the public purpose of providing a public parking lot. In the event the land ever ceases to be used for this purpose, the land would revert back to LISD.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - LISD (Revised)
LISD Resolution - Property to City
Special Warranty Deed - LISD
Exhibit A - Parcel 1.135 Ac
Map - Section 5, Block B

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 Special Warranty Deed associated with certain property which is more or less 1.315-acre tract located in Section 5, Block B, Lubbock County, Texas, being a portion of that 8.0-acre tract described in Volume 961, Page 683, Deed Records of Lubbock County, Texas, owned by Lubbock Independent School District, and all related documents. Said Special Warranty Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

THAT the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with this conveyance to the City Manager of the City of Lubbock or his designee.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES.Special Warranty Deed – LISD
1.13.23

RESOLUTION
LUBBOCK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

In accordance with Texas Education Code § 11.1541, the Board of Trustees of Lubbock Independent School District ("LISD") does hereby make the following Resolution regarding the disposition of District real property;

WHEREAS, LISD owns a 1.315 acre tract located in Section 5, Block B, Lubbock County, Texas, (the "Land"), which presently has an unrepaired and unusable tennis court, and which is described by metes and bounds in Exhibit A attached hereto;

WHEREAS, the City of Lubbock (the "City") is in need of the 1.315 acres for parking for public use;

WHEREAS, LISD wishes to donate to the City the Land on which the unrepaired and unusable tennis court is located pursuant to LISD Board Policy CDB(LEGAL);

WHEREAS, the District may donate at less than fair market value and without complying with the notice and bidding requirements, this parcel of land to another political subdivision because: (1) the Land will be used by the City, the entity to which the Land is being donated, to carry out a purpose that benefits a public interest of LISD; (2) the donation of the Land is made under terms that affect and maintain the public purpose for which the donation or sale is made; and (3) the title and right to possession of the Land will revert to LISD if the City ceases to use the Land for carrying out the public purpose pursuant to LISD Board Policy CDB(LEGAL) and Local Government Code §272.001(l);

WHEREAS, the City intends to use the Land to provide parking for use by the public, as well as for parking for the District for after-school events, and such use carries out a purpose that benefits the public interest of the donating District;

WHEREAS, the Deed shall state that the land will revert to LISD if the City ceases to use the land in carrying out the public purpose.

NOW, THEREFORE, BE IT RESOLVED that LISD shall donate to the City the Land described as a 1.315 acre tract in Section 5, Block B, Lubbock County, which will be used as a parking lot by the City;

BE IT FURTHER RESOLVED that LISD is donating this Land to the City to carry out a purpose that benefits the public interest, the Land will be maintained for a public purpose, and, if the City fails to use the Land for a public purpose, the Land will revert back to LISD.

BE IT FURTHER RESOLVED that the Deed shall state that the Land will revert back to LISD if the City ceases to use the land in carrying out the public purpose.

BE IT FURTHER RESOLVED that the statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof, and that it is in LISD's best interest to donate said Land.

BE IT FURTHER RESOLVED that the LISD Board of Trustees orders and authorizes the donation of the Land in accordance with Local Government Code §272.001(l), and orders and authorizes the Superintendent or Board President to take any and all action to provide notice of LISD's intent to convey the Land with a reversionary interest by Warranty Deed, and to prepare, execute, and file all documents necessary to carry out the conveyance of the Land to the City, but it shall be reserved to the Board President to execute the Deed transferring ownership of the Land to the City.

This Resolution shall be in effect from and after its passage on the date shown below.

PASSED AND APPROVED by the Lubbock Independent School District Board of Trustees on this 15th day of December 2022.

Zach Brady
President, Board of Trustees

Beth Bridges
Secretary, Board of Trustees

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: 15th day of December, 2022

GRANTOR: Lubbock Independent School District

GRANTOR'S MAILING ADDRESS:

1628 19th Street
Lubbock, Lubbock County, Texas 79401

GRANTEE: City of Lubbock, Texas, a Texas Municipal Corporation

GRANTEE'S MAILING ADDRESS:

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457

CONSIDERATION:

Intergovernmental donation as allowed by Local Government Code 272.001(l).

PROPERTY (including any improvements):

All of that certain tract of land being a parcel which is more or less 1.315-acre tract located in Section 5, Block B, Lubbock County, Texas, being a portion of that 8.0-acre tract described in Volume 961, Page 683, Deed Records of Lubbock County, Texas, and being further described in Exhibit A attached hereto (the "Land"), together with improvements to the Land (the "Improvements"), and the personal property associated with the Land (the "Personal Property").

RESERVATIONS FROM & CONDITIONS TO CONVEYANCE:

Grantor is donating the Property to Grantee to carry out a purpose that benefits the public interest. Grantor hereby grants and conveys the Property to Grantee, its successors or assigns, for so long as the Property is used for the public purpose of providing a public parking lot. Thereafter, all Grantee's right, title and interest in the Property shall revert back to Grantor, its successors and assigns without need for

judicial or other action by Grantor. The interest conveyed by this instrument is a Fee Simple Determinable.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; 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; taxes for 2022, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

CONVEYANCE AND SPECIAL WARRANTY:

Grantor, for the Consideration and subject to the Reservations from & Conditions to Conveyance and the Exceptions to Conveyance and Warranty, grants and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns for so long as such Property is used to provide a public parking lot. Thereafter, all Grantee's right, title, and interest in the Property shall revert back to Grantor, its successors and assigns without the need for judicial or other action by Grantor. This interest conveyed by this instrument is a Fee Simple Determinable.

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from & Conditions to Conveyance and the Exceptions to Conveyance and Warranty, when the claim is made by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

[remainder of this page left blank]

SIGNATURES

FOR THE GRANTOR:
Lubbock Independent School District

By: _____

Dr. Kathy Rollo, Superintendent

FOR THE GRANTEE:
CITY OF LUBBOCK, a Texas home rule Municipal Corporation

By: _____

Tray Payne, Mayor

ACKNOWLEDGMENTS

FOR GRANTOR

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 15th day of December 2022, by **Dr. Kathy Rollo, Superintendent** for and on behalf of **Lubbock Independent School District**, Grantor, on behalf of said district.

STEFANIE PAYNE
Notary Public, State of Texas
Notary ID# 13360874-6
My Commission Expires 02-24-2026

_____
Notary Public, State of Texas
My commission expires: 2-24-26

FOR GRANTEE

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the ____ day of _____ 2022, by **Tray Payne**, **Mayor** of the City of Lubbock., a Texas home rule Municipal Corporation, on behalf of said home rule Municipal Corporation.

_____
Notary Public, State of Texas
My commission expires: _____

EXHIBIT A

PLAT SHOWING BOUNDARY SURVEY OF A 1.315 ACRE TRACT
LOCATED IN
SECTION 5, BLOCK B
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.315 acre tract located in Section 5, Block B, Lubbock County, Texas, being a portion of that 8.0 acre tract described in Volume 961, Page 683, Deed Records of Lubbock County, Texas, said 1.315 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract which bears N. 01°52'13" E. a distance of 35.00 feet from the Southwest corner of said 8.0 acre tract;

THENCE N. 01°52'13" E., along the West line of said 8.0 acre tract a distance of 484.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC."set for the Northwest corner of said 8.0 acre tract and the Northwest corner of this tract;

THENCE S. 88°07'47" E., along the North line of said 8.0 acre tract a distance of 118.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract;

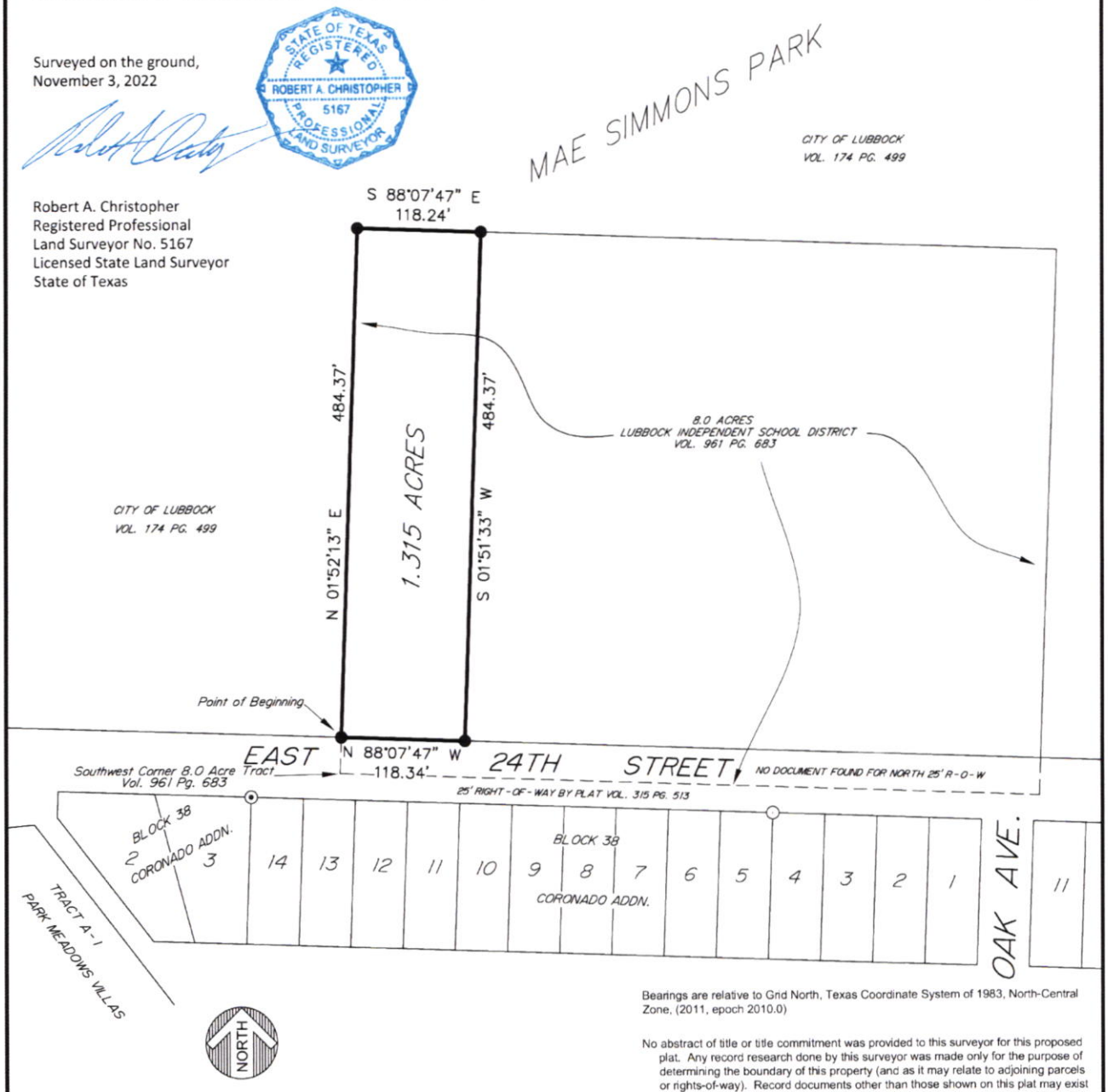
THENCE S. 01°51'35" W. a distance of 484.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°07'47" W., 35.00 feet North of and parallel with the South line of said 8.0 acre tract a distance of 118.34 feet to the Point of Beginning.

Surveyed on the ground,
November 3, 2022

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

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



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

No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

COPYRIGHT 2022 HUGO REED & ASSOCIATES, INC.

NOTES:
SCALE: 1"=100'
PMRD - Physical Monument of Record Dignity
○ -Indicates found 5/8" iron rod
● -Indicates set 1/2" iron rod with cap marked "HUGO REED & ASSOC."
⊙ -Indicates found 2" iron pipe (PMRD-Vol. 1106 Pg. 221)

20222249 rac/dg

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

PLAT SHOWING BOUNDARY SURVEY OF A 1.315 ACRE TRACT
LOCATED IN
SECTION 5, BLOCK B
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.315 acre tract located in Section 5, Block B, Lubbock County, Texas, being a portion of that 8.0 acre tract described in Volume 961, Page 683, Deed Records of Lubbock County, Texas, said 1.315 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract which bears N. 01°52'13" E. a distance of 35.00 feet from the Southwest corner of said 8.0 acre tract;

THENCE N. 01°52'13" E., along the West line of said 8.0 acre tract a distance of 484.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC."set for the Northwest corner of said 8.0 acre tract and the Northwest corner of this tract;

THENCE S. 88°07'47" E., along the North line of said 8.0 acre tract a distance of 118.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract;

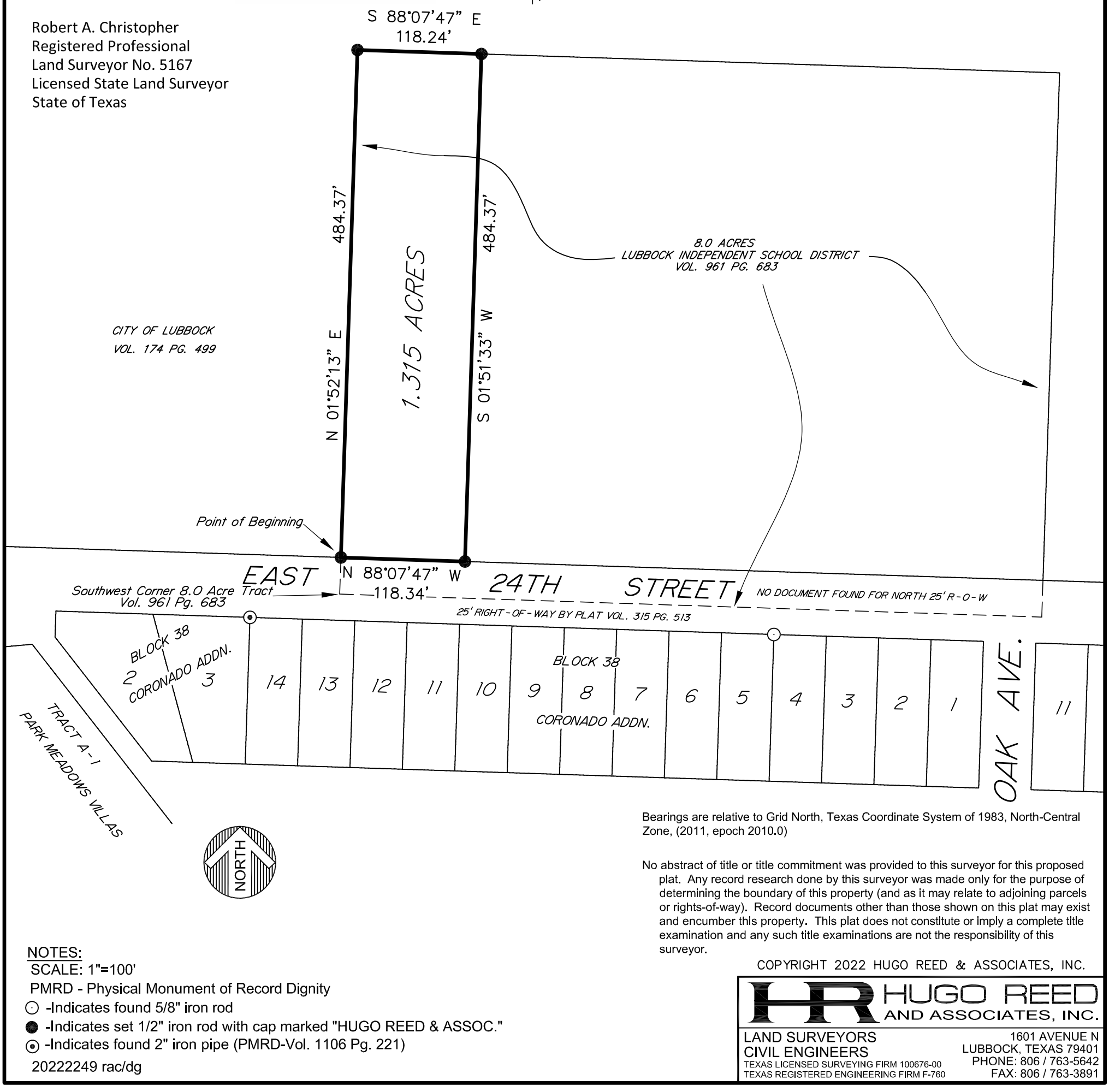
THENCE S. 01°51'35" W. a distance of 484.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°07'47" W., 35.00 feet North of and parallel with the South line of said 8.0 acre tract a distance of 118.34 feet to the Point of Beginning.

Surveyed on the ground,
November 3, 2022

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

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



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

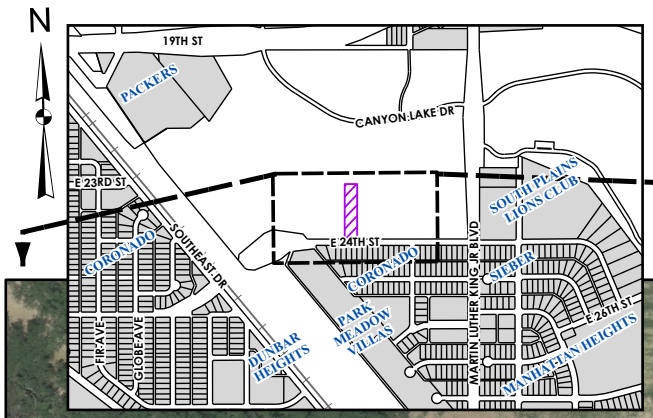
No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

NOTES:
SCALE: 1"=100'
PMRD - Physical Monument of Record Dignity
○ -Indicates found 5/8" iron rod
● -Indicates set 1/2" iron rod with cap marked "HUGO REED & ASSOC."
⊙ -Indicates found 2" iron pipe (PMRD-Vol. 1106 Pg. 221)
20222249 rac/dg

COPYRIGHT 2022 HUGO REED & ASSOCIATES, INC.

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

General Warranty Deed Describing a Tract of Land Within Section 5, Block B



1.315 acres

8.0 ACRES
LUBBOCK INDEPENDENT SCHOOL DISTRICT
VOL. 961 PG. 683

E 24TH ST

CORONADO

OAK AV

38

10

0 150 300 450 600 750 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2021

AI# 11204
Regular City Council Meeting 6. 5.
01/24/2023:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Construction and Funding Agreement with the City of Lubbock, Lubbock Experience, Inc., a 501(c)(3) nonprofit organization, and the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF), a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code, for the provision of funding for the construction of a Civic Park that will serve as a civic gathering space in Downtown Lubbock.

Item Summary

On June 9, 2020, the City Council approved Resolution No. 2020-R0187 to approve and adopt the Updated Downtown Master Plan, as recommended by the CBD TIF Board of Directors. The plan included many recommendations for downtown redevelopment. Green space is a key component in the city's plan for downtown redevelopment, and one of the recommendations is for a large, centralized Civic Park on Broadway at the former Lubbock Power & Light location. This park will serve as a multi-functional "living room" for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown. On September 28, 2021, the City Council approved Resolution No. 2021-R0388 approving the Civic Park project to be located at 1301 Broadway, utilizing the Wind + Water design as created by TBG Partners and as recommended by the CBD TIF Reinvestment Zone Board.

On August 24, 2021, the City Council approved a grant from Helen Jones Foundation, Inc. for $500,000 to be used for the construction of the downtown Civic Park. On September 28, 2021, the City Council approved a grant from the CH Foundation for an additional $500,000, also to be used for park construction. Both grants required the full granted amount to be expended on or before December 31, 2022.

On December 14, 2021, the City Council approved Contract 16316 with TBG Partners for professional services for design development and construction documents for the Civic Park. On April 12, 2022, the City Council approved Public Works Contract 16456 with Intercon Demolition for the demolition of the Lubbock Business Center building at 1301 Broadway. These contracts represent the only construction-related expenditures related to Civic Park construction in Calendar Year 2022. Because of this, the Foundations agreed to reimburse the CBD TIF for expenses related to demolition and/or design development for the park for an amount not to exceed $500,000 from each entity.

At their November 15, 2022 Regular Board Meeting, the CBD TIF Advisory Board voted to approve a transfer of $1 million to Lubbock Experience, Inc. for the construction of the park, following a reimbursement of expenses of the same amount to Capital Improvement Project 92399.

Fiscal Impact

$1 million will be transferred from CBD TIF Capital Improvement Project 92399, Gateways, to Lubbock Experience, Inc. for the Construction of a downtown Civic Park.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Central Business District TIF Advisory Board

Attachments

Resolution
Agreement
CH Letter
HJ Letter
Budget Detail
CIP Detail

RESOLUTION

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

THAT, the Mayor of the City of Lubbock, Texas (the "City") is hereby authorized and directed to execute for and on behalf of the City, a Construction and Funding Agreement (the "Agreement") related to the provision of funding for construction of a Civic Park in Downtown Lubbock located at 1301 Broadway Avenue, by and among the City, the Central Business District Tax Increment Financing Reinvestment Zone, a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code, and Lubbock Experience Inc., a 501(c)(3) nonprofit organization, and all related documents. Said Agreement is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this 24th day of January, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Brianna Brown
Business Development Director

APPROVED AS TO FORM:

Jerry V. Kyle, Jr.
Bond Counsel

CONSTRUCTION AND FUNDING AGREEMENT

BY AND AMONG
THE CITY OF LUBBOCK, TEXAS,
THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE, AND
LUBBOCK EXPERIENCE, INC.
FOR
A DOWNTOWN CIVIC PARK

This **Construction and Funding Agreement** (the "Agreement") is entered into and made effective on this January 24, 2023, by and between the City of Lubbock, Texas, a Texas home-rule municipality (the "City"), the Central Business District Tax Increment Financing Reinvestment Zone, a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code (the "Zone") and Lubbock Experience, Inc., a Texas non-profit corporation ("LEI" and together with Zone and LEI, the "Parties").

RECITALS

WHEREAS, the City owns the approximately 1.84-acre tract generally located between Avenue L on the East, 13th Street on the South, Avenue M on the West, and Broadway on the North within the corporate limits of the City (as more particularly described in the hereinafter defined Park License, the "Park Tract");

WHEREAS, the City and has entered into that certain License Agreement, dated April 26, 2022 (the "Park License"), wherein the City granted a license to LEI to construct a Downtown Civic Park within the Park Tract (the "Park") upon the terms and conditions contained therein;

WHEREAS, the Zone and LEI seek funding from the City for a portion of the costs of the Park and the City Council has determined that it is in the best interests of the City to provide such funding on the terms and under the conditions contained herein and in the Park License.

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by the Parties to be respectively kept and performed, the Parties agree as follows:

Section 1. **Purpose of Agreement; Term.** The purpose of this Agreement is to establish the responsibilities of the Parties regarding the funding and construction of the Park. This Agreement shall take immediate effect upon its execution by all Parties and the term hereof shall be coterminous with the term of the Park License.

Section 2. **Contribution by the City; Use of Contribution.** Subject to the terms and conditions hereof and of the Park License, the City agrees to provide up to $1,000,000 to LEI (the "Park Contribution"). LEI agrees to use the Park Contribution solely for costs related to the construction of the Park. LEI further agrees not to apply the Park Contribution in any manner that would not be a lawful application of City funds. Without limiting the generality of the preceding sentence, LEI shall be solely responsible for ensuring that the Park Contribution is used to pay costs of projects that have been procured in a manner authorized for City projects.

LEI understands and agrees that the City intends to utilize proceeds of its City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2017A (the "Certificates") to make the Park Contribution. LEI understands and agrees that in addition to all other terms, conditions and limitations herein and in the Park License, the Park Contribution may only be used for the following purposes: (i) design, relocation, upgrading and replacement of public utility infrastructure and construction of gateways and green spaces in the City's Central Business District; (ii) renovations, improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, landscaping, utility improvements, extensions, relocations and acquisition of land, rights-of-way and equipment in connection therewith; (iii) improvements, renovations, replacements, relocations and extensions to the City's Wastewater System; (iv) improvements, renovations, replacements, relocations and extensions to the City's Waterworks System; and (v) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with (i)-(iv).

As a condition to providing all or any portion of the Park Contribution, the City may require that LEI provide such written documentation, including but not limited to certifications, as the City deems appropriate to evidence compliance with the requirements hereof and the Park License.

Section 3. **Park License; Construction and Use of Park.** Except where the terms of this Agreement explicitly conflict with the terms of the Park License, the terms of the Park License are intended to remain in full force and effect and this Agreement shall be considered as supplementary to the Park License. Without limiting the generality of the preceding sentence, the Parties explicitly agree that the Park License's terms and conditions related to the following shall apply to the Park Contribution: (i) the planning, design and construction of facilities at the Park Tract, and (ii) the insurance to be obtained and indemnity to be provided by LEI.

Section 4. **Preservation of Tax-Exempt Status of Certificates.** For so long as the Certificates or any obligations issued to refund the Certificates remain outstanding, this Agreement is intended to provide for use of the Park that is not considered a trade or business use by a private person ("Private Business Use") for purposes of Section 141(a) of the Internal Revenue Code of 1986, as amended. LEI and the Zone represent and covenant that (i) the City shall remain sole owner of the Park and that all rights to use the Park by LEI and the Zone shall be terminable by the City at the City's sole discretion if the City determines that such termination is required to protect the tax-exempt status of the Certificates, (ii) their use of the Park will not give rise to Private Business Use, and (iii) they will not allow others to use the Park in a way that will give rise to Private Business Use, unless such Private Business Use is approved by the City in writing in advance. Furthermore, any other third-party contract that provides for a service provider to manage, operate or provide services with respect to any portion of the Park entered into by the Parties will comply with the guidelines set forth in Revenue Procedure 2017-13 unless an opinion of counsel is received that the contract will not adversely impact the tax-exempt status of Certificates that financed the Park.

Section 5. Default and Remedies.

5.1 Event of Default. The failure of a Party hereto to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement shall be a Default if such failure is not remedied by such Party within fifteen (15) calendar days after written notice from a non-defaulting Party, or the Party fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within fifteen (15) calendar days but is otherwise reasonably susceptible of cure, the time within which the Party is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; provided, however, that if such default is not cured within ninety (90) calendar days after notice from a non-defaulting Party of such default, notwithstanding the Party's diligent prosecution of curative efforts, then such failure shall constitute an Event of Default under this Agreement.

5.2 Right to Terminate. During the continuance of an Event of Default, a non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give a defaulting Party notice (a "Final Notice") of a non-defaulting Party's intention to terminate this Agreement after the expiration of a period of thirty (30) calendar days from the date such Final Notice is delivered unless the Event of Default is cured, and upon expiration of such thirty (30) calendar day period, if the Event of Default is not cured, this Agreement shall terminate without liability to the non-defaulting Parties. If, however, within such thirty (30) calendar day period the defaulting Party cures such Event of Default, then this Agreement shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an action or proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) calendar day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such action or proceeding.

5.3 Cumulative Remedies. The non-defaulting Parties may exercise any and all other remedies available to them at law or in equity, by statute or otherwise, which shall be cumulative of and shall be in addition to the right to terminate described in Section 5.2 above.

Section 6. Miscellaneous.

6.1 Modification of Agreement. The terms and conditions of the Agreement may be modified at any time by the mutual consent of the Parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of each of the Parties.

6.2 Written Notice. Unless otherwise specified, written notice will be deemed to have been duly delivered if delivered in person to the individuals listed below or if it is delivered or sent certified mail to the business address below. Each Party will have the right to change its business address by at least thirty (30) calendar days written notice to the other Parties.

City:

City of Lubbock

Attn: W. Jarrett Atkinson, City Manager
P.O. Box 2000
Lubbock, TX 79457

LEI:

Experience Lubbock, Inc.
Attn: John Osborne
1500 Broadway, Suite 600
Lubbock, TX 79401

Zone:

Central Business District Tax Increment Financing Reinvestment Zone
Attn: Dan Williams, Chair
P.O. Box 2000
Lubbock, TX 79457

6.3 Immunities/Privileges. Nothing in this Agreement will be construed as a waiver or relinquishment by the City or the Zone of any right to claim exemptions, privileges, and immunities as may be provided by law.

6.4 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, in no way constitutes a waiver of that provision, nor in any way affects the validity of this Agreement, any part of this Agreement, or the right of the Party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the Party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

6.5 Invalidity. If any portion of this Agreement is held invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. The parties will use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

6.6 Entire Agreement. It is understood this Agreement and the Park License (collectively, the "Agreements") contain the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of the Agreements exist. The Agreements cannot be changed or terminated orally. No verbal contract or conversation with any officer, agent or employee of Parties, either before or after the execution of this Agreement, affects or modifies any terms or obligations of the Agreements.

6.7 Choice of Law, Place of Performance and Jurisdiction. This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Lubbock County, Texas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Lubbock County, Texas.

6.8 Force Majeure. No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions including wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments, and/or any other cause beyond the reasonable control of the party whose performance is affected.

If performance of any obligation of either Party hereunder is prevented or rendered impracticable or infeasible as discussed in the preceding paragraph, it is understood and agreed that there shall he no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

6.9 Authority. Each Party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

6.10 Agreement Read. Each Party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement.

6.11 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement of any ambiguity of any provision hereof.

6.12 Public Information Act. The Parties agree that they will comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

[Signature pages follow]

IN WITNESS OF THIS AGREEMENT, the Parties, through their duly appointed agents, have executed counterparts of this Agreement, each of which shall be deemed an original.

CITY OF LUBBOCK, TEXAS

By: _____
Tray Payne, Mayor

CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE

By: _____
Dan Williams, Chair

LUBBOCK EXPERIENCE, INC.

By: _____
John Osborne, President

June 1, 2022

CH Foundation
Ms. Heather Hocker
6102 82nd Street, #8A
Lubbock, Texas 79424

Dear Heather, CH Foundation Staff, and Board of Directors:

Thank you for your continued support of our fundraising efforts towards the Downtown Civic Park project. Since receiving your commitment of $500,000 last July, we have made significant progress on this effort. In September of 2021, the City Council approved the park project, to be located at 1301 Broadway, following the Wind + Water design as presented by TBG Partners of San Antonio, Texas. Earlier this year, we executed a second contract with TBG Partners for design development and construction documents, and anticipate final documents will be submitted by the end of this year. In April, the City Council executed a contract with Intercon Demolition of Lubbock, Texas for the demolition of the Lubbock Business Center at 1301 Broadway, and began their work on May 23rd. We have assembled two citizen-led committees to oversee the project – one for Fundraising and one for Oversight – and both committees are currently actively at work. We hope you find this progress to be as exciting as we do!

In the Grant Approval letter that you submitted on July 1, 2021, you specified that your $500,000 gift should be used towards construction of the park, and needed to be spent before December 31, 2022. Our Committee would like to request and confirm that your gift may be spent on expenses related to the abatement and demolition of the Lubbock Business Center, and other expenses related to construction including construction document development costs and engagement of a General Contractor. If you are agreeable to this, please sign the letter in the space designated below.

Thank you again for your continued interest and support of this catalytic project for Downtown Lubbock. We look forward to continuing our work alongside you all.

Sincerely,

Brad Moran
Chairman, Fundraising Committee
bmoran@ramarcom.com

Approved By:
Heather Hocker, CH Foundation

Signature: Heather Hocker Date: June 13, 2022

Helen Jones Foundation, Inc.

P.O. Box 53665
Lubbock, Texas 79453-3665
Telephone (806) 791-2004 Email hjfoundation@sbcglobal.net

June 21, 2022

Ramar Communications, Inc.
620 Avenue O
Lubbock, Texas 79401

Brad Moran, Chairman, Fundraising Committee:

As provided in the contract sent on July 15, 2021 and signed by W. Jarrett Atkinson the City Manager of Lubbock, Texas the $500,000.00 is to support the construction of a downtown park located at 1301 Broadway.

Support for the construction of the downtown city park can be interpreted in the following manner:

- Asbestos abatement in the Lubbock Business Center
- Demolition of the Lubbock Business Center
- Expenses related to construction including construction document development costs
- Engagement of a general contractor
- Construction of the downtown city park

The Helen Jones Foundation, Inc. is looking forward to the completion of the downtown city park in the Spring of 2024.

Thank you for your dedication in making this dream happen!

Sincerely,

James C. Arnold
President and Chief Executive Officer
Helen Jones Foundation, Inc.

June 15, 2022

Helen Jones Foundation
Mr. James Arnold
President and Chief Executive Officer
4412 74th Street, #A102
Lubbock, Texas 79424

Dear Mr. Arnold,

Thank you and your Board for your continued support of our fundraising efforts towards the Downtown Civic Park project, and for taking the time to visit with me earlier this month regarding our progress. Since receiving your commitment of $500,000 last July, we have made significant progress on this project. In September of 2021, the City Council approved the park project, to be located at 1301 Broadway, following the Wind + Water design as presented by TBG Partners of San Antonio, Texas. Earlier this year, we executed a second contract with TBG Partners for design development and construction documents, and anticipate final documents will be submitted by the end of this year. In April, the City Council executed a contract with Intercon Demolition of Lubbock, Texas for the demolition of the Lubbock Business Center at 1301 Broadway, and began their work on May 23rd. We have assembled two citizen-led committees to oversee the project – one for Fundraising and one for Oversight – and both committees are currently actively at work. We hope you find this progress to be as exciting as we do!

As a follow up to our conversation, I wanted to confirm our intentions for the funding you have committed to the project thus far. In the Grant Approval letter that you submitted on July 15, 2021, you specified that your $500,000 gift should be used towards construction of the park, and needed to be spent before December 31, 2022. Our Committee would like to request and confirm that your gift may be spent on expenses related to the abatement and demolition of the Lubbock Business Center, and other expenses related to construction including construction document development costs and engagement of a General Contractor. If you are agreeable to this, please sign the letter in the space designated below.

Thank you again for your continued interest and support of this catalytic project for Downtown Lubbock. We look forward to continuing our work alongside you.

Sincerely,

Brad Moran
Chairman, Fundraising Committee
bmoran@ramarcom.com

Approved By:
Mr. James Arnold, Helen Jones Foundation

Signature: _____ Date: 21 June 2022

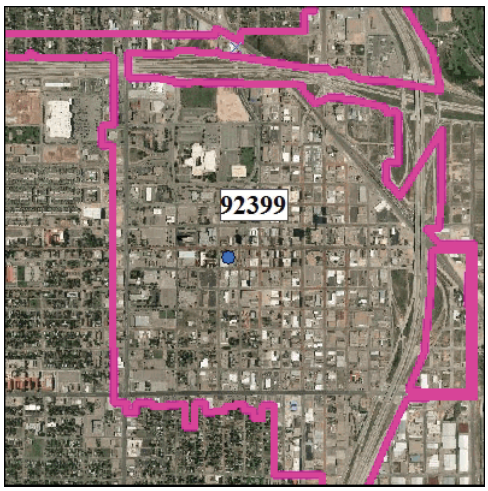
President and C.E.O.
Helen Jones Foundation, Inc.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92399
Capital Project Name:	Gateways

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$1,080
Broadway Tunnel	113,707
Tornado Memorial	1,500,000
Civic Park Design	173,800
TBG Partners-Civic Park Design & Construction Documents	526,588
Interon Demolition Contract 16456 - Lubbock Business Center Demolition	189,412
Atmos Energy Contract 16695 - Lubbock Business Center Gas Line Relocation	100,000
Agenda Item January 24, 2023	
Civic Park Construction	1,000,000
Encumbered/Expended to Date	3,604,587
Estimated Costs for Remaining Appropriation	
Buddy Holly Underpass	100,000
Other Projects	795,413
Remaining Appropriation	895,413
Total Appropriation To Date	$4,500,000

Project Name **Gateways** *Project Number* **92399**



Managing Department **Business Development**

Project Manager **Brianna Gerardi**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope
Construct gateways and green spaces in the Central Business District TIF.

FY 2021-22

- LP&L Building Demolition $1,000,000: Complete abatement and demolition of the current LP&L building to allow for the development of a Civic Park.

Start Date: April 2022
Project End Date: October 2022

- Civic Park Construction $1,000,000: Construction of a downtown Civic Park at the current site of Lubbock Power and Light at 1301 Broadway. The Civic Park will serve as a multi-functional “living room” for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown. This money will be used to pay for design development and construction document development.

Start Date: September 2021
Project Start Date - Design: December 2021
Project End Date - Design: December 2022
Bid Date - Construction: January 2023
Award Date for Bid - Construction: March 2023
Project Start Date - Construction: June 2023
Project End Date - Construction: June 2024

FY 2022-23

- Buddy Holly Underpass Project $100,000: Solicit proposals from local artists and commission a public art project in the underpasses generally located at Buddy Holly Avenue and Texas Avenue, running underneath Marsha Sharp Freeway.

Start Date: Q4 2022
Project Start Date - Design: Q4 2022
Project End Date - Design: Q1 2023
Project End Date - Construction: Q4 2023

Project Justification
Gateways and other green spaces are one of the components included in the downtown redevelopment plan. They will improve the overall appearance of the downtown area and will be another incentive for businesses to participate in the redevelopment of downtown.

Council Priorities: Community Improvement - Quality of Life, Growth and Development, Economic Development

Project Name **Gateways** *Project Number* **92399**

Project History

FY 2020-21:

- Broadway Tunnel Project $100,000: Solicit proposals from local artists and commission a public art project in the Broadway tunnel, generally located between Avenue E and Avenue A on Broadway.

- Civic Park Design $175,000: Design of a downtown Civic Park at the current site of Lubbock Power and Light at 1301 Broadway. The Civic Park will serve as a multi-functional "living room" for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown.

$1.5 million was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, October 1, 2015.
Reduced appropriation by $800,000 in FY 2015-16, Budget Amendment No. 36, Ord. No. 2016-O0101, July 28, 2016.
$800,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
Increased appropriation by $3,000,000 in FY 2017-18, Budget Amendment No. 17, Ord. No. 2018-O0068, June 28, 2018.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	4,500,000	0	0	0	0	0	0	4,500,000
Total Project Appropriation	4,500,000	0	0	0	0	0	0	4,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2016 CBD TIF Revenue CO's	700,000	0	0	0	0	0	0	700,000
FY 2017 CBD TIF Revenue CO's	3,800,000	0	0	0	0	0	0	3,800,000
Total Funding Sources	4,500,000	0	0	0	0	0	0	4,500,000

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

AI# 11292
Regular City Council Meeting 6. 6.
01/24/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 16363, with Freese and Nichols, Inc., for engineering services related to the Unpaved Roads Improvements Projects.

Item Summary

The City of Lubbock is contracting with Freese and Nichols, Inc., to perform engineering and design services for the Unpaved Roads Improvements Project. The project includes preparation of plans, specifications, and design of asphalt pavement of various gravel and dirt roads in existing subdivisions, where the roads were never constructed by the developer.

On January 25, 2022, the City Council approved Contract 16363, with Freese and Nichols, Inc., for a total contract amount of $250,000 with 18 months contract duration.

Amendment No. 1 is for the addition of topographic surveys for the project, resulting in a not-to-exceed budget of $30,306, and no added time.

Fiscal Impact

Amendment No. 1 in the amount of $30,306, is funded in Capital Improvements Project 92712 Transportation Improvements/Unpaved.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment 1
Original Contract
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 16363 for engineering services related to the unpaved roads improvement project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 to PSA 16363 FNI unpaved roads
1.6.23

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 16363, dated and entered into the 25th day of January 2022, by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for the provision of engineering services related to the Unpaved Roads Improvement Project ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project. The new scope shall include design phases services for the Project, the details of work to be performed are set forth in Exhibit "A", attached to and incorporated herein. The additional services shall be provided by the Engineer for an amount not exceed $30,306.00 as set forth in Exhibits "B-C", attached hereto and incorporated herein.

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2023.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____
John Dewar, P.E., Vice President

EXHIBIT A

SCOPE OF SERVICES FOR:
UNPAVED STREETS 2022
ENGINEERING DESIGN SERVICES
AMENDMENT #1 TO CONTRACT 16363

PROJECT UNDERSTANDING

Freese and Nichols has completed multiple designs as part of the Unpaved Roads project. As design and development of the initial projects progressed, it was determined that Wausau Avenue, 26th Street, 21st Street, and 22nd Street should move forward with design. To begin design of the corridors, topographic survey data will need to be collected for design.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. FNI will oversee and coordinate with the surveyor and incorporate new topographic survey information into Unpaved Roads project digital workspace.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. FNI will perform the topographic survey, which will include the length of all corridors and as follows:
   a. Detail intersections, driveways, and right-of-way tie-in elevations
   b. Intersection for each corridor project limits and tie-in elevations
   c. Cross section every 100-ft
   d. Utility surface features and 811 locates
   e. Tie topographic survey to previously collected boundary survey

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services with no time extension to the original executed contract.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used

the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Zoltan Fekete
1314 Ave K
Lubbock, TX 79401
Telephone: 806-775-3317

FNI's Designated Representative – David Green
1500 Broadway Street, Suite 1150
Lubbock, TX 79401
Telephone: 806-686-2716

FNI's Accounting Representative – Misty Ballard
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Telephone: 817-735-7290
Facsimile: 817-735-7491

EXHIBIT B – BUDGET

UNPAVED STREETS
ENGINEERING DESIGN SERVICES
AMENDMENT #1

CITY and ENGINEER have established a not-to-exceed budget of $30,306 to complete all services under this amendment to the AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as described in Article IV. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

EXHIBIT C, HOURLY RATE SCHEDULE COMPENSATION

UNPAVED STREETS 2022
ENGINEERING DESIGN SERVICES

LUBBOCK RATE SCHEDULE

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

City of Lubbock Unpaved Roads Phase V 11/30/2021 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	$ 3,906
	Special Services	$ 26,400
	Total Project	$ 30,306

Tasks				Labor							Expenses		Subs	Total
Phase	Task	Basic or Special	Task Description	Kevin Morris Engineer V $200	David Green Engineer IV $173	Adam Padilla Engineer II $152	Fabian Arnalla BIM/CAD Technician I $100	Wade Barnes Engineer V $200	Total Hours	Total Labor Effort	Tech Charge	Total Expense Effort	Total Sub Effort	Total Effort
3	1	Basic	oversee and coordinate with survey, incorporate topographic into design files	8	8	4			20	$ 3,736	20	$ 170	$ -	$ 3,906
										$ -		$ -	$ -	$ -
5	1	Special	Survey							$ -		$ -	$ 26,400	$ 26,400
										$ -		$ -	$ -	$ -
			Total Hours / Quantity	8	8	4	-	-	20		20			
			Total Effort	$ 1,664	$ 1,439	$ 632	$ -	$ -		$ 3,736	$ 170	$ 170	$ 26,400	$ 30,306

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 16363 is entered into this 25th day of January 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Unpaved Roads Improvements Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 540 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $250,000, as set forth in Exhibit "B" and at such rates as set forth in Exhibit "C".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.

Kevin Morris, P.E.
1500 Broadway, Suite 1150
Lubbock, Texas 79401
Telephone: 806-686-2704
Email: kevin.morris@freese.com

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

Zoltan Fekete, P.E.,
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: zfekete@mylubbock.us
Telephone: 806-775-3317

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are

not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: _____

John F. Dewar, P.E.
Vice President/Principal

EXHIBIT A

SCOPE OF SERVICES FOR:

UNPAVED ROADS IMPROVEMENTS PROJECT

GENERAL: The City of Lubbock (OWNER) is working on an initiative to pave all existing unpaved roads in the City of Lubbock and is requesting assistance from Freese and Nichols, Inc. (ENGINEER) to complete design tasks in pursuit of this initiative. Specific project locations and needs are to be identified for each project assignment and bid sets will be combined, at the City's discretion and according to the City's funding schedule.

BASIC SERVICES: The Basic Services include the project administration, preliminary investigations and reports, preparation of detailed design as set forth herein, construction documents, and construction bid and award services. ENGINEER shall render the following professional services in connection with the development of the Project:

A. GENERAL SCOPE OF SERVICES TASKS: ENGINEER will provide the following as part of the Project:

1. Attend a kick-off meeting to clarify the City's requirements for each assignment, review pertinent data, review Project staffing and organization, and present the initial work plan and schedule.
2. Provide administration and management of The Project. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER on a regular basis. Discuss issues with the OWNER as they are noted. Attend monthly coordination meetings with the OWNER. Prepare and distribute minutes of the meetings. All meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER.
3. Provide monthly update reports which include the following:
    - Status of the work
    - Major tasks to be completed in the next month
    - Discussion of major issues
    - Scope changes to project scope or Engineer's scope
    - Project budget update (if major changes since the last update)
    - Project schedule update (if major changes since the last update)
    - Status of deliverables

B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare plans, specifications, contract documents, designs, and layouts of improvements to be constructed for the execution of the Unpaved Roadway Improvements initiative.
2. Advise OWNER of need for and recommend Right Of Way and Easements.
3. Furnish necessary information to utility companies whose facilities may be affected by the Project. Coordinate the locating and potential relocation with utility companies.
4. Provide appropriate analysis of drainage conditions to show no adverse impacts and to meet City requirements for each assignment.
5. Preliminary (60%) Deliverable - Furnish OWNER electronic copies of preliminary plans, specifications, and estimates marked "Preliminary" for approval by OWNER. Submitted documents will include typical sections, plan and profile sheets, and typical details. The drawings will be sufficient to show the overall layouts and design intent but will lack many notes and minor details. The specifications will include a list of planned City or TxDOT bid items.
6. After OWNER'S review, ENGINEER will meet with OWNER to discuss review comments.
7. 100% Deliverable - Furnish OWNER electronic copies of preliminary (100%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. ENGINEER will meet with the OWNER to present the preliminary plans and specifications. After OWNER'S review, ENGINEER will meet with OWNER to receive comments. Upon final approval by OWNER, ENGINEER will complete the plans and specifications and provide OWNER six (6) sets of copies of "Final" plans and specifications. 100% Deliverable documents will include all drawing sheets and specifications with some minor corrections and notes remaining.
8. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed for the Unpaved Roadway Improvements project.

C. BID AND AWARD PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows upon request from the City:

1. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms.
2. Attend one (1) pre-bid conference.
3. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
4. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contract as appropriate.

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

A. SURVEYING: FNI will retain and monitor and direct, through a subcontract, the efforts of a survey firm to provide the following services where topographic and/or boundary survey are needed to prepare design documents:
   1. Topographic Survey
   2. Establish project control.
   3. Research property owners, plats, deeds, easements and ROW.
   4. Locate existing property corners to establish property and ROW.
   5. Request 811 utility marking and incorporate markings into survey deliverable.
   6. Prepare exhibits and legal descriptions for right-of-way/easement acquisitions.

TIME OF PERFORMANCE: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services within eighteen (18) months.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event. In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontracts or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation.

PART 2, ADDITIONAL SERVICES

UNPAVED ROADS IMPROVEMENTS PROJECT

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described General Services, Basic Services, and Special Services, are, except as may otherwise provided to be performed by FNI, described as follows:

A. Subsurface Utility Engineering (SUE).

B. Geotechnical Engineering (field work or pavement design).

C. Right-of-Way acquisition services beyond the preparation of instruments as described in SPECIAL SERVICES.

D. Any drainage modeling or analysis in the case where adverse impacts exist in the proposed condition.

E. Formal City of Lubbock submittals for Drainage Analysis Reports (DARs) or Playa Lake Cut/Fill Plans.

F. Field layouts or the furnishing of construction line and grade surveys.

G. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

I. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

J. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

K. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.

L. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

M. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.

N. Visits to the site in excess of the number of trips included in the General Services, Basic Services, or Special Services for periodic site visits, coordination meetings, or contract completion activities.

O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.

Q. Provide any services after the satisfactory conclusion and completion of the General Services, Basic Services, and Special Services of the Project.

R. Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE).

S. Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD.

T. Presence/absence surveys for federally listed threatened/endangered species.

U. Conducting cultural resources studies or surveys.

V. Phase I Environmental Site Assessment.

W. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

X. Other environmental permitting assistance or services not specifically described under BASIC SERVICES of this scope.

Y. Environmental assessment & THC coordination

Z. General and/or Resident Representation during construction.

PART 3, RESPONSIBILITIES OF THE OWNER

UNPAVED ROADS IMPROVEMENTS PROJECT

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

A. Owner recognizes and expects that certain Change Orders, herein so called, may be required.

Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the responsibility of Engineer for the costs of Change Orders will not include:

- any costs that Owner would have incurred if the Change Order work had been included originally in the Contract Documents and its lack of inclusion was not due, in whole or in part, to any fault, error, or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are incurred due to the negligence of the construction contractor

Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEEMENT.

H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

K. Provide the following services, unless provided specifically otherwise in this Agreement:

a. Provide land acquisition services.
b. Pay all permits fees and mitigation cost.
c. Provide land title research and title policy.
d. Provide advertisement for bids in local publications as required.

EXHIBIT B – BUDGET

UNPAVED ROADWAY IMPROVEMENTS

CITY and ENGINEER have established a not-to-exceed budget of $250,000.00 to complete services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

EXHIBIT C, HOURLY RATE SCHEDULE COMPENSATION
UNPAVED ROADWAY IMPROVEMENTS

LUBBOCK RATE SCHEDULE

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge
$8.50 per hour

Travel
Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

LUB19

City of Lubbock
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

Encumbered/Expended	**Budget**
Staff Time	$73,948
Bid Cost	553
Construction Contract 16211, West Texas Paving, Inc.,	1,297,081
Professional Services Contract with FNI	250,000
Agenda Item January 24, 2023	
Amendment 1 to Professional Services Contract 16363 with FNI	30,306
Encumbered/Expended To Date	1,651,889
Estimated Cost for Remaining Appropriation	
Unimproved Roadway Construction and Design	7,407,274
Remaining Appropriation	7,407,274
Total Appropriation	$9,059,162

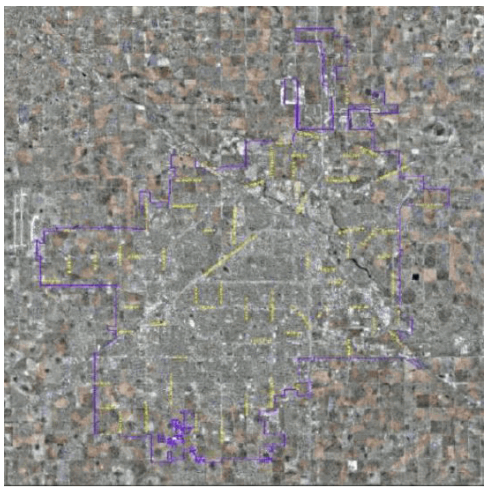
Project Name **Transportation Improvements/Unpaved Roads** *Project Number* **92712**

Managing Department **Unpaved Streets**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project History

$9,000,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-O0077, July 13, 2021.
$59,162 was appropriated in the FY 2022-23, BCR# 2023-9, January 3, 2023.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Project Amount
Construction	9,059,162	0	0	0	0	0	0	9,059,162
Total Project Appropriation	9,059,162	0	0	0	0	0	0	9,059,162

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Funding
FY 2021 General Fund Cash	59,162	0	0	0	0	0	0	59,162
FY 2021 Tax Supported Revenue CO's	9,000,000	0	0	0	0	0	0	9,000,000
Total Funding Sources	9,059,162	0	0	0	0	0	0	9,059,162

		Unappropriated Planning Years					
Operating Budget Impact	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

AI# 11301
Regular City Council Meeting 6. 7.
01/24/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 17088, with Lockwood, Andrews & Newnam, Inc., for providing professional services for the reconstruction of 82nd Street and Martin Luther King Boulevard.

Item Summary

On November 8, 2022, Lubbock voters approved issuance of a $200 million Street Improvements Bond Package for the purpose of providing permanent public improvements. The funding will acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocations and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

The design contract with Lockwood, Andrews & Newnam, Inc., for professional engineering and design services for the 82nd Street and Martin Luther King (MLK) Boulevard street improvements, is needed to purchase and design the road prior to construction. The work of the project will include preparation of plans, technical specifications, and design of 82nd Street from I-27 to MLK Boulevard, and MLK Boulevard, from 82nd Street to 74th Street.

Staff conducted contract negotiation with Lockwood, Andrews & Newnam, Inc., after establishing them as qualified under RFQ-15876, for providing engineering services. Fair and reasonable hourly rates were agreed upon for a total contract amount of $3,424,877, with a 24-month contract duration. Staff recommends Lockwood, Andrews & Newnam, Inc., of Houston, Texas, to be awarded the professional services contract that will provide the plans, specification, and an estimate for 82nd Street from I-27 to MLK Boulevard, and MLK Boulevard from 82nd Street to 74th Street.

Fiscal Impact

This contract is not to exceed $3,424,877, and is funded in Capital Improvements Project 92825, 82nd Street and MLK Blvd-22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Professional Service Agreement
Location Exhibit

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, Professional Services Agreement Contract No. 17088 for professional services for 82nd Street and MLK Jr. Boulevard reconstruction project, by and between the City of Lubbock and Lockwood, Andrews & Newnam, Inc., a Texas corporation and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 17088 – LSN 82nd and MLK reconstruction
1.9.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17088 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Lockwood, Andrews & Newnam, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for 82nd Street (I-27 to MLK Jr Blvd.) & MLK Jr Boulevard (82nd St. to 74th St.) Reconstruction Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of _24_ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed Three Million Four Hundred Twenty-Four Thousand Eight Hundred Seventy-Seven and 00/100 Dollars ($3,424,877.00), as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGMENTS

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or

regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Lockwood, Andrews & Newnam, Inc.
Justin C. Reeves, P.E.
Vice President
1300 Summit Avenue, Suite 300
Fort Worth, Texas 76102
Telephone: 972-532-1303
Email: JReeves@lan-inc.com

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

James Dean
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3524
Email: JDean@mail.ci.lubbock.tx.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 Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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. Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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 Engineer or vendor agrees that the contract can be terminated if the Engineer 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:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Lockwood, Andrews & Newnam, Inc.

By:
Justin G. Reeves, P.E.
Vice President

Exhibit 'A'
Services to be Provided by the Engineer

The project will involve the reconstruction and widening of three (2) asphalt rural streets. They are as follows:

- 82nd Street – IH 27 to MLK (7,500 LF)
- MLK Jr. Boulevard – 82nd Street to 74th Street (2,600 LF)

The 2018 City of Lubbock Thoroughfare Plan Update classifies 82nd Street as a 7-lane undivided Principal Arterial (Partial) and MLK Jr. Boulevard as a 5-lane undivided Principal Arterial (Modified) (Partial). The City of Lubbock will construct only two travel lanes with a 14-foot center turn lane. Improvements will include roadway paving, grading, pavement markings, roadway illumination, right-of-way acquisition, and stormwater/drainage hydraulics.

The Engineer shall provide engineering services for development of construction plans, data collection and analysis, drainage, conceptual traffic control, 3-D modeling, surveying and mapping, subsurface utility engineering (SUE), and franchise utility coordination for aforementioned projects.

I. Basic Services

A. Project Management and Coordination

1. Kick-Off Meeting

The Engineer shall attend a project kick-off meeting to review and establish management processes, project schedules, and design summary reports. The Engineer's Project Manager and Roadway Design Task Lead shall attend the in-person meeting.

2. Site Walk

The Engineer shall conduct a site visit with the CITY project manager and develop a technical report that includes photographs outlining the findings and observations.

3. Internal Coordination

The Engineer shall direct and coordinate the various elements and activities associated with developing the design, provide contract administration, .

4. Monthly Progress Reports

The Engineer shall prepare and submit monthly reports to the CITY. Progress reports shall summarize work completed previous week, work to be complete next week, technical and contractual issues, and status of right-of-way acquisitions. The weekly progress report will be a one-page document delivered by email. The Engineer shall call the City's PM on a bi-weekly basis to provide a verbal update.

5. Project Schedule and Monthly Updates

The Engineer shall prepare a graphic project work schedule indicating tasks, critical dates, milestones, deliverables, and City review requirements. The project work schedule will include the order of the various tasks, milestones, and

deliverables. The Engineer shall review the schedule monthly and provide updates regarding its progress on the schedule to the City

B. Concept Design for Ultimate Roadway Build-Out

The objective of this milestone is to provide a concept design for the full-build roadway out as defined on the City's 2018 Thoroughfare Plan. The concept design developed with this project will serve as the basis of design for future private development and projects by city forces.

1. Base Map

The Engineer shall develop the base maps to be used for the analysis and proposed schematic layout from existing construction and right of way (ROW) plans as available. The Engineer shall re-establish the existing centerline horizontal alignments for roadways, identify existing ROW and easements, property owners, and the approximate location of major utilities based on a SUE in the preparation of base maps.

2. Geometric Pavement Design

The Engineer shall develop a preliminary geometric project layout (Layout) and a preliminary 3D corridor model for the planned length of the project to be reviewed and approved by the CITY prior to the Engineer proceeding with the 60% milestone submittal package.

The Layout must consist of a planimetric file of existing features and the proposed improvements within the existing and proposed ROW. The layout will also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross drainage, lane widths, cross slopes, ditch slopes, pavement structure, corner clips, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for the 100-year rainfall frequency. Existing major subsurface and surface utilities will be shown on the Layout.

The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The layout will be prepared in accordance with the current City of Lubbock Minimum Design Standards. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives will be considered to provide for an optimal design. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

The 3D corridor model will be created using AutoCAD's Civil3D tools. The 3D corridor model will depict the project to verify the feasibility of the proposed design and produce roadway cross sections. The Engineer shall determine

earthwork volumes for use in the Opinion of Probable Construction Cost (OPCC). The Engineer shall prepare 11-inch x17-inch or roll plots of the cross-sections.

Prior to proceeding with the 60% milestone, the Engineer shall also present to the CITY for review and approval, alternatives for phased construction (left versus right side) with recommendations and cost estimates for four alternatives (two per roadway section). See Basic Service Task B.5.

Subtasks include:

a) Typical Sections
b) Horizontal Alignment
c) Pavement Plan
d) Pavement Profile
e) Roadway Cross Sections

3. Drainage Report

The Engineer shall prepare a preliminary drainage report based on the CITY's 2020 Drainage Analysis Report Template.

4. Utility Corridor Design

The Engineer shall review the CITY's Water and Wastewater Master Plan and prepare utility corridor locations for future city facilities to minimize impacts to future roadway and drainage improvements. The City of Lubbock will prepare detailed construction plans and construct these facilities under a separate construction contract.

5. Construction Phasing

The purpose of this task to determine which half of the roadway will be constructed with this project. The Engineer shall review two alternatives for each roadway that consist of constructing partial typical section on either side of the right of way. The Engineer will provide a recommendation of the preferred alternative to the City. The Preliminary Construction plans will only include three traffic lanes for both streets.

It is assumed all Right-of-Way will be obtained during this project. Changes to the construction phasing caused by right-of-way limitations is not included in this contract and is considered additional work.

6. Franchise Utility Coordination

The Engineer shall prepare a utility conflict matrix from Subsurface Utility Investigation performed under Special Service Task E. Matrix will document utility, owner, location, nature of conflict, proposed action. Matrix and Concept Design Plans will be provided to Franchise Utilities for their review.

7. Opinion of Probable Construction Cost

The Engineer shall prepare a conceptual OPCC estimate for the project, including the costs of construction, and ROW acquisition for the associated improvements. Subtasks include:

a) Pay Item Determination
b) Quantity Take-Offs
c) Unit Price Determination

8. Deliverables

a) Concept Roll Plots
b) Drainage Report
c) Franchise Utility Coordination Matrix
d) Opinion of Probable Construction Cost

C. Preliminary Construction Plans

1. Concept Design Comment Log

a) Review and Reconcile Concept Design Comments

The Engineer shall document and provide written responses to CITY review comments. The Engineer shall meet with the CITY at their office and reconcile comments with the CITY prior to revising the concept drawings. The Engineer's Project Manager and Roadway Design Task Lead shall attend in-person. Other Engineer Task Leads will attend virtually as determined by the meeting agenda.

b) Revise & Reissue Concept Roll Plots

The Engineer shall revise the concept roll plots based on the comment resolution meeting in Basic Service Task C.1. The revised concept drawing will serve as the basis for preparation of Preliminary Construction Plans.

2. Prepare Preliminary Construction Plans

The preliminary construction plan set consists primarily of three types of plan sheet: General Sheets, Primary Design Sheets, and Secondary Design Sheets.

General Information Sheets (G) document general project information and require minimal effort to complete, or most of the effort to complete is included in other design tasks. These sheets will be verified at each submittal but will be essentially completed at the Preliminary Construction Plan submittal.

Primary Design Sheets (P) document project elements that require completion prior to secondary design elements. The sheets will be essentially complete at the 60% Preliminary Construction Plan submittal and will have follow on coordination effort at the 90% Pre-Final Construction Plan Phase. (e.g., paving plan and profile sheets)

Secondary Design Sheets (S) document project elements that are largely dependent on the primary design elements. These components will have preliminary design and appropriate documentation to verify the City's

requirements are met. Annotation required for construction will be provided at the 90% Pre-Final Construction Plan Phase.

a) Title Sheet (G)

The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, CITY logo, Consultant's logo, address, and telephone number and other items as may be specified.

b) Sheet Index and Legend (G)

A sheet index with drawings numbered consecutively will be prepared.

c) General Notes (G)

The CITY Standard General Notes and Design Standards will be reviewed an appended to conform to the project scope of work.

d) Survey Control (G)

The Engineer's Surveyors shall also prepare a *Survey Control Sheet*, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The *Survey Control Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project.

e) Project Layout (G)

The project layout sheet(s) will be drawn to a scale of 1" = 50' and laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown with minimal detail. Survey control points and centerline alignment data shall be shown

f) Typical Sections (G)

The Engineer shall prepare typical sections for proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

g) Quantity Sheets (G)

The Quantity Summary Sheet will provide a list of the pay items and estimated quantities in the contract.

h) Traffic Control Plan

The Engineer shall prepare construction sequence of work sheets with general traffic control requirements for major construction phases to be followed by the contractor. Detailed traffic control plans for short term duration shall be prepared by the Contractor.

i) Roadway Alignment Data (G)

The Engineer shall prepare alignment data sheets that include the following information: curve data (if applicable), PC, PI, PT station and coordinates, curve radius and degree of curve, deflection angle, tangent bearings and lengths, stations and station equations (if applicable), station/offset information (in relation to other alignments within the project limits), Engineer's seal, signature and date

j) Removal Plan (S)

The Engineer shall prepare removal plan view sheets the items for contractor removal, such as structures, pavements, guard rails, and other existing appurtenances.

k) Paving Plan and Profile Sheets (P)

Prepare paving plan and profile sheets arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Paving plan and profile sheets will be drawn to scales of 1" = 50' horizontal and 1" = 2' vertical. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. Each paving plan and profile sheet will include no more than 500 feet of street; thus, leaving ample margins both left and right. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Paving plan and profile sheets shall depict all existing and proposed items pertinent to the project; edges of pavement/curbs will be tied to project baseline geometry.

l) Intersection Layouts (P)

Prepare intersections layouts including contours, flow arrows, and side street profiles to supplement Paving Plan and Profile Sheets.

m) Drainage Area Maps (P)

Prepare overall drainage area maps for Playa Lakes systems overflowing through the project limits and site drainage area maps for lands draining in to and/or through the project limits.

n) Hydraulic Data (P)

Document project hydraulic data determined in Special Service Task B in the City of Lubbock's standard Drainage Report Format.

o) Culvert & Ditch Plan and Profile Sheets (P)

Prepare cross drainage plan and profile sheets (if site topography permits) that are adequate for conveying runoff generated from irrigation and minor rainfall events. Prepare ditch plan and profiles sheets for storm water conveyance. It is anticipated that ditches will be continuous on one side of the corridor during the interim until full build construction is completed.

p) Existing Utility Sheets (S)

Prepare sheets documenting franchise utility contacts, adjustments to be coordinated by the contractor during construction, and work to be performed by others. **The design of franchise utility relocations is explicitly excluded from this scope of services**.

q) Roadway Illumination (S)

The Engineer shall prepare roadway illumination plans consisting of continuous lighting (existing or new electrical service) with LED IES Type 2 or IES Type 3 luminaires mounted on 40ft or 50ft poles. Poles will be mounted on break away transformer bases. Illumination pole foundations will consist of 30-inch diameter with a depth of 6 to 10 ft. Illuminance photometric calculations will be provided and adhere to TXDOT highway Illumination Manual 2018 (Table Illuminance and Luminance Design Values). Photometric calculations shall include LED luminaire light loss factors as shown TXDOT Roadway Illumination and Electrical Supplies, Material Producer List.

Design will include provisions for future traffic signal fiber optic cabling. Provisions to include below grade conduit and communication ground boxes routed adjacent to the illumination electrical conduits and electrical ground boxes

r) Summary of Small Signs (S)

The Engineer shall prepare summary of small signs that are required for the project. The TXDOT standard summary sheet will be used.

s) Signage and Pavement Markings (S)

The Engineer shall prepare sheets documenting signage and pavement markings along the project corridor in accordance with the Texas Manual of Uniform Traffic Control Devices and the City of Lubbock Minimum Design Standards.

t) Erosion Control/SWPPP (S)

The Engineer shall prepare sheets documenting site erosion controls, BMP's, and phasing in accordance with the Texas General Construction Permit (TXR150000). The Contractor shall be responsible for preparing the SWPPP documentation and filing NOI and NOT with TCEQ.

u) Roadway Cross Sections (P)

Cross sections shall be drawn to scales of 1" = 40' horizontal and 1" = 5' vertical on sheets of 1" grids H and V. They shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Full sections will be drawn at critical locations, such as driveways, retaining walls, and at maximum spacings of 50 feet.

v) Standard Construction Details (G)

The City's and TxDOT's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project.

3. Franchise Utility Coordination

The Engineer shall update the utility conflict matrix. Matrix will document utility, owner, location, nature of conflict, proposed action. Matrix and Preliminary Construction Plans will be provided to Franchise Utilities for their review. Utility coordination will be documented on the existing utility plans.

4. Opinion of Probable Construction Cost

a) Update Quantity Take-Offs and Unit Prices

b) Pay Item Descriptions (Special Provisions)

Pay Items descriptions will reference applicable specifications, tasks that are subsidiary, incidental, or excluded from the pay items, and specify the measurement for payment. A payment schedule will be provided for lump sum pay items

c) Outline for Special Specifications

5. Right-of-Way

a) Prepare preliminary Right of Way Parcels

The Engineer shall prepare preliminary parcel sketches

6. Deliverables

a) Preliminary Construction Plans (Plan Adequate)

b) Preliminary Opinion of Construction Cost

c) Pay Item Descriptions & Special Specification Outline

d) Preliminary Right-of-Way Parcels (Adequate to begin ROW Acquisition Services)

D. Pre-Final Construction Plans

1. Preliminary Design Comment Log

a) Review and Reconcile Preliminary Design Comments

The Engineer shall document and provide written responses to City review comments. The Engineer shall meet with the City at their office and reconcile comments with the City prior to beginning work on the Pre-Final Construction Plan milestone.

2. Pre-Final Construction Plans

a) Primary Design Sheets

The Engineer shall document coordination between substantially complete primary design elements with secondary design elements

b) Secondary Design Sheets

The Engineer shall provide construction specific documentation for secondary design sheets.

3. Opinion of Probable Construction Cost
   a) Update Quantity Take-Offs and Unit Prices
   b) Revise Pay Item Descriptions (Special Provisions)
   c) Prepare Special Specifications
4. Franchise Utility Coordination
   a) Coordination with Franchise Utilities
5. Deliverables
   a) Pre-Final Construction Plans
   b) Pre-Final Opinion of Probable Construction Cost
   c) Pre-Final Project Manual

E. Final Construction Plans

1. Pre-Final Design Comment Log
   a) Review and Reconcile Pre-Final Design Comments
2. Final Construction Plans
3. Opinion of Probable Construction Cost
4. Deliverables
   a) Bid Plans
   b) Bid Estimate
   c) Project Manual (specifications and special provisions only)

II. Special Services

A. Bid Phase Services

Bid Phase Services will be defined later and are not included in this scope of work.

B. Hydrologic and Hydraulic Engineering

1. Data Collection

The engineer shall provide the following data collection services:

a) Site Investigation

(1) Conduct a site investigation to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, playas, and land development projects that contribute flow to the playas. Document field inspections with digital photos.

(2) Meet with local government officials to obtain historical flood records, frequency of road closure, and any additional high-water information.

b) Data Collection

(1) Collect reasonably available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

(2) Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.

(3) Review survey data and coordinate any additional surveying needs.

(4) Receive and review data and models regarding master drainage plan from Hugo Reed and Associates, Inc.

c) Letter Report

Submit a letter report to the City Project Manager detailing completion of data collection.

2. Hydrologic Analyses

The engineer shall provide the following services:

1. Calculate discharges using appropriate hydrologic methods (as outlined in the Drainage Criteria Manual) and as approved by the City.
2. Consider the pre-construction and post-construction conditions in the hydrologic study.
3. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources.
4. Include, at a minimum, the "design" frequency outlined in the Drainage Criteria Manual and the 1% Annual Exceedance Probability (AEP) storm frequency.
5. Determine overflow discharges to playa lakes at two locations through project area.

3. Hydraulic Analyses

The engineer shall provide the following services:

1. Perform hydraulic design and analysis using appropriate hydraulic methods. 2D models will not be developed. Use the current effective FEMA models, or

other models as approved by the City, as a base model for the analysis. Review the provided base model for correctness and update as needed.

2. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other City's approved models that will compute these storage discharge relationships.
3. Consider pre-construction and post-construction conditions in the hydraulic study.
4. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events.
5. Use hydrograph calculations and peak flows to determine the storage required and ROW ditch design. ROW ditches should consider overflow discharges between playa lakes within project area.
6. Provide hand calculations which quantify the cut and fill within the 1% AEP flood plain, if any.

4. Assumptions:

- Storm drain system design and analysis is not part of this scope.
- Water quality design and impact mitigation is not part of this scope.
- Drainage report will be prepared based on the "Drainage Analysis Report Template" published by City of Lubbock in 2020.
- Cross drainage structures will be designed for nuisance water and irrigation runoff only. No structure will be sized for design storm events.

C. Permitting Service

1. TxDOT Coordination

The purpose of this task is to assist the City to permit construction activities within State rights-of-way. The Engineer will provide applicable plan sheets to supplement right-of-way permitting applications, provide responses to TXDOT review comments.

2. TDLR Review

The purpose of this complete and submit inspection forms, paperwork and RAS plan reviews during design phase as required by Texas Department of Licensing and Regulations (TDLR).

3. Environmental Services

a) Cultural Resources Assessment

A cultural resources background review will be conducted to determine whether any archeological historic properties, including those listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous cultural resources surveys have been performed in the area. The background review will also include a review of local soil, geologic and historic land use data to evaluate the potential for buried and undisturbed archeological

historic properties in the project area. The results of the background review will be summarized in a report that provides a recommendation as to whether additional cultural resources coordination is required for the project. The report will be submitted to the Texas Historical Commission (THC) for review.

A cultural resources background review will be conducted using literature and records search of the Project and surrounding area. An archaeologist will search the Texas Archeological Sites Atlas online restricted database (Atlas) for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the Project area. If necessary, an SWCA archaeologist will search site files, records, and map files housed at the Texas Archeological Research Laboratory and the THC Library. SWCA's Principal Investigator will then prepare a background review report that summarizes the above information, as well as SWCAs recommendation as to whether additional cultural resources coordination are considered warranted for the project, and submit this to the Texas Historical Commission (THC) for their review. The THC has up to 30 days to review the background review and provide their recommendations regarding whether additional investigations are required. SWCA will complete the background review and submit to the THC within 15 business days of receiving notice to proceed.

b) Culture resources consultation in addition to the Culture Resources Assessment (background review) is anticipated along undeveloped areas of 82nd Street from Cedar Avenue east to MLK Jr Boulevard and along MLK Jr Boulevard.

D. Topographic and ROW Survey Services (performed by CobbFendley)

1. Topographic Survey

The purpose of this task is to provide topographic survey necessary for project design and construction. This task shall include the following activities:

a) Control Network

Set project control points (10) in areas least likely to be disturbed by future construction. Control points will be documented on the Survey Control Map.

b) Topographic Mapping

Topographic information will be collected along the main corridor and the additional areas. This task includes the data collection of topographic data for design with the combined use of on the ground traditional Survey methods.

(1) 82nd Street - From right-of-way (ROW) line to right-of way line (110 feet) and 25 feet outside of the ROW on each side (160 feet wide total) from the east side of IH-27 east to MLK Boulevard.

(2) MLK Boulevard - From right-of-way (ROW) line to right-of way line (110 feet), 25 feet outside of the ROW along the west side, and 65 feet outside of the ROW along the east side (200 feet wide total) from 200 feet south of 82nd Street to 200 feet north of 74th Street.

(3) Side Streets - From right-of-way (ROW) line to right-of way line (50 feet) and 25 feet outside of the ROW on each side (100 feet wide total) at approximately 22 locations, extending 150LF away from the approximate right of way corridor of 82nd Street.

c) Right of Entry

(1) Research Appraisal District Records to obtain the names of the current landowners and their contact information for the properties adjoining each side of the road (assume 110 properties).

(2) Prepare sample Right of Entry (ROE) letter and submit to client for approval.

(3) Send ROE letter to the landowners with a cover letter from the City of Lubbock by certified mail.

(4) Prepare spreadsheet with all owner information and update the spreadsheet as responses are received.

2. Boundary Survey

The purpose of this task is to provide boundary survey, records research, and Right of Way resolution, and setting property corners necessary for project design, construction, and Right of Way Acquisition. This task shall include the following documents:

a) A Parcel Plat and Legal Description will be prepared for each of the required exhibits (assume 64 Parcel Takings). Two revision requests is reserved for each exhibit prior to submitting a final signed and sealed exhibit.

3. Right-of-Way Parcel Preparation

E. Subsurface Utility Engineering (performed by CobbFendley)

SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL "D") – Information derived from existing records.
- Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
- Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level

provides the horizontal position of subsurface utilities within approximately one foot.

- Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regards to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of contacting applicable "one call" agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as "unknown" utilities. CF personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. CF is not responsible for designating and locating "unknown" utilities that were not detected while scanning the work area.

For this project QL "B" will be within the area shown on the attached SUE project limit exhibits. The work area will include up to approximately 20 feet outside the anticipated ROW, checking for any utilities that might be in an easement behind the public ROW. It is assumed during our investigation we may designate the following utility lines within the project work area: water, WW, electric (incl. lighting and traffic signal), gas, telecom (incl. fiber, telephone, cable TV), storm. We assume we do not need to include service lines to buildings, and any irrigation control wires. We assume we will include all overhead utility mapping, providing ownership names for all electric and telecom lines observed on poles.

1. 82nd Street QL "B" SUE
2. MLK Jr. Boulevard QL "B" SUE
3. QL "A" Designation

   Test holes are not included in this contract based on the nature of the proposed project. The Engineer will review the findings QL "B" and make any recommendations to the City for QL "A" test holes. This work will be performed with a supplemental agreement.

F. Geotechnical Services (performed by TerraCon)

The purpose of this task is to provide geotechnical investigation consisting of field exploration, laboratory testing, engineering analysis, and reporting for use during design of this project. This task shall include the following documents and activities:

Exhibit 'A'
Services to be Provided by the Engineer

a) Field Investigation

Sixteen (16) pavement borings to a depth of approximately 10 feet spaced approximately 500 feet apart across the proposed alignment.

b) Sampling and Testing

(1) Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. A standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths.

(2) Prepares field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

(3) Review field data and assign various laboratory tests to better understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed:

- Water content
- Moisture density
- Atterberg limits
- Grain size analysis
- California Bearing Ratio
- Modified Proctor

c) Geotechnical Report

A geotechnical report of the study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, borings, and laboratory data. In general, the following items will be included in the report:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling

- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommendations for pavement design and construction with comparison to City of
- Lubbock pavement requirements General earthwork recommendations

ASSUMPTIONS:

- Traffic control for lane closures can be conducted during weekday hours between 8 AM and 5 PM.
- Right of Entry is not anticipated.
- Laboratory samples will be held for no more than a period of 60 days following completion of the final report or 120 days following completion of the draft report, whichever is less.
- The City of Lubbock and Texas One Call System will be contacted to locate buried utilities. We will take care to minimize damage to existing facilities; however, our activities may result in some damage to vegetation or unidentified existing utilities. This proposal specifically excludes any costs associated with restoration of vegetation or repair of utilities damaged by our operations that were not previously identified by Texas One Call or City of Lubbock.

G. Right-of-Way Acquisition Services

1. Voluntary Right of Way Scope (6 months; 60 Parcels, assumed 30 successful acquisitions)

See Attachment A.1

2. Mandatory Right of Way Scope (12 months; 30 Parcels)

See Attachment A.2

H. Construction Phase Services

Construction Phase Services will be defined later and are not included in this scope of work.

Exhibit 'B'
Project Budget Summary

I. Basic Services

A. Project Management and Coordination (Expected Completion: Ongoing)	**$ 116,443.00**
B. Concept Design (30%) (Expected Completion: 6/30/2023)	**$ 212,417.00**
C. Preliminary Construction Plans (60%) (Expected Completion: 12/31/2023)	**$ 618,256.00**
D. Pre-Final Construction Plans (90%) (Expected Completion: 4/30/2024)	**$ 419,076.00**
E. Final Construction Plans (100%) (Expected Completion: 6/30/2024)	**$ 146,363.00**

Total Basic Services (Not to Exceed) **$ 1,512,555.00**

Exhibit 'B'
Project Budget Summary

II. Special Services

A. Bid Phase Services (Not Included Contract) (TBD)	**$ TBD**
B. Hydrologic & Hydraulic Engineering (Expected Completion: 4/30/2024)	**$ 147,925.00**
C. Permitting Services (Expected Completion: 4/30/2024)	**$ 36,935.00**
D. Topographic and ROW Survey Services (Expected Completion: 4/30/2024)	**$ 392,610.00**
E. Subsurface Utility Engineering (Expected Completion: 4/30/2023)	**$ 62,629.00**
F. Geotechnical Engineering (Expected Completion: 12/31/2023)	**$ 35,093.00**
G. Right-of-Way Acquisition Services (Expected Completion: 12/31/2024)	**$ 1,237,100.00**
H. Construction Phase Services (Not Included Contract) (TBD)	**$ TBD**
Total Special Services (Not-To-Exceed)	**$ 1,912,322.00**
Project Budget, Grand Total (Not-To-Exceed)	**$ 3,424,877.00**

Exhibit 'C'
Services to be Provide by Sub-Consultants

Survey Services	Cobb, Fendley & Associates, Inc.
Subsurface Utility Engineering	Cobb, Fendley & Associates, Inc.
Geotechnical Engineering	TerraCon Consultants, Inc.
Cultural Resources	SWCA Environmental Consultants

Attachment A.1
City of Lubbock Right of Way Acquisition Services
82nd Street (I-27 to MLK Jr Blvd.) & MLK Jr Boulevard (82nd St. to 74th St.) Reconstruction Project
Voluntary Negotiation Program
SCOPE OF WORK
Term: 6 months (60 Parcels)

Approximately 60 parcels are needed along the proposed 82nd Street/ MLK alignment, along 82nd Street from IH27 to MLK and from MLK to SE Loop 289. Parcels to be acquired by voluntary negotiation and work completed within six-month duration. The fees for such services shall be at the agreed rates with written authorization from the City according to the levels of effort described below:

1. **Project Administration**

1.1 Maintain communication with City staff and City engineering and legal consultants to coordinate Consultant's services throughout the term of the contract.

1.2 Provide summaries of project expenses, including amounts authorized, paid, and budget forecasting, summaries of current parcel status and project activities, and maintain a current schedule. Provide these to the City on a monthly basis.

1.3 Prepare and deliver monthly invoices to City staff with supporting documentation.

1.4 Attend up to 6 virtual status meetings with appropriate City staff. Date, required attendees, time are determined by City.

1.5 Meet with City staff to formulate strategy for approaching landowners, and to develop an agreed project approach to achieve the City's project objectives.

1.6 Research previous communications with landowner by the City or their agents or consultants.

1.7 In coordination with City staff, prepare initial property owner contact list for use by City monthly.

1.8 Work with City staff and City's legal counsel to develop required right of way templates and forms.

1.9 Coordinate with surveyor concerning parcel surveys and metes and bounds.

1.10 Coordinate with appraiser to obtain market study.

1.11 Consult with City for approved voluntary offer amounts based on market study.

1.12 Coordinate with City staff to develop project strategy for parcels where landowners are not agreeable to sell or have not fully executed conveyance documents within 60 days.

1.13 Maintain written documents for each parcel under consideration in a separate file and will include the following information in the file:

- Name, street address, and contact information for the landowner(s)
- General title information for the parcel (i.e., Lubbock County Appraisal City ID number, recording information of documents establishing and affecting title)
- Legal description and parcel sketch of the parcel
- Site map identifying location of the parcel
- Notes on each contact with the landowner(s)
- Title Commitment
- Appraisals (if any)
- Correspondence with landowners including voluntary offer letters and contact logs
- Originals of conveyance documents and any release instruments, unless originals are requested by the City

1.14 At file closeout or upon City request, compile and furnish the files to the City.

1.15 Working files will be kept in LAN's Office and will be made accessible to the City at their request.

1.16 Provide Quality Assurance/ Quality Control on all documents.

1.17 If the schedule is delayed beyond 6 months, an amendment to the contract will be required.

2. **Voluntary Negotiation Services**

2.1 Provide title commitments on the parcels. Review title commitments to determine potential title problems, propose and inform City of methods to cure title deficiencies. This includes review of access easements.

2.2 Draft voluntary offer letters and submit to City for approval

2.3 With City approval, mail voluntary purchase offers to begin negotiations. Packet will include Survey & Metes and Bounds description approved by the City.

2.4 Follow up on initial contact with a phone call to try to schedule a face-to-face meeting with the landowner.

2.5 Respond to property owner inquiries verbally and document with Negotiator Reports within one (1) business day of contact and in writing within two (2) days of contact if the landowner inquiry is in writing.

2.6 Prepare a separate contact report for each parcel, per contact.

2.7 Work with City's staff, engineers, board, legal consultants or other City consultants to review special terms offered or requested by landowners and to secure input and approval by the City prior to execution of conveyance documents.

2.8 Prepare agreement forms and instruments of conveyance approved by the City memorializing property transfer.

2.9 Verify that the City acquires acceptable title. (The City is responsible for title costs, including title policies, copies, and recording fees as direct pass through costs).

2.10 Contact lien holders and other entities to secure release agreements from them. This effort shall include research and contact with third parties including Secretary of State, etc.

2.11 Record conveyance documents and release instruments.

2.12 Review and provide recommendations on counteroffers.

2.13 Make reasonable efforts to resolve each negotiation timely and, if possible, under amicable terms with the landowner as those terms may be approved by the City. Landowners will be given 60 days to consider participation in the voluntary program and execute conveyance documents including releases where applicable. After 60 days, provide summary report to the City for further consideration.

2.14 This scope does not include negotiations beyond 60 days. If negotiations beyond the 60 day offer period are requested by the City, that is considered an additional service and will be billed as additional services.

3. Additional Services

3.1 Any changes to any parcel, including but not limited to, plan changes, splits of the parcel, re-appraisal, plat changes, survey changes, or other changes may require milestones to be repeated and will be billed as an additional service.

3.2 This scope does not include the effort for right of entry. If right of entries are required, that is considered an additional service and will be billed as additional services.

3.3 Any services not listed in the scope will be considered additional services and will be billed as additional services.

Service Requirements of City

A. Provide reviews and approval of submissions within 30 days.

B. Provide landowner information to Consultant.

C. Approve offer amounts based upon market study.

D. Review and approve/reject changes to conveyance document language.

E. Pay incidental expenses required for transfer of title to the City, for example, mandatory release processing fees, as direct pass-through costs. Consultant will include these costs as direct pass-through cost with monthly invoices.

F. Pay the cost of title commitments necessary to identify and clear title for acquisition. Consultant will include these costs as direct pass-through cost with monthly invoices.

Attachment A.2
City of Lubbock Right of Way Acquisition Services
82nd Street (I-27 to MLK Jr Blvd.) & MLK Jr Boulevard (82nd St. to 74th St.) Reconstruction Project
Mandatory Right of Way
SCOPE OF WORK
Term: 12 months (30 Parcels)

SERVICE REQUIREMENTS OF THE ACQUISITION PROVIDER: Services include, but are not limited to the following activities:

1. Project Administrative Services

1.1 Communication

1.1.1 Meeting with City to develop strategy for transition to mandatory acquisition.
1.1.2 Prepare and deliver one monthly invoice for each active Work Authorization to City. Prepare invoices utilizing City standard payment submission forms with supporting documentations.
1.1.3 Provide a monthly written report to City on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession of the City. Provide these to the City on a monthly basis with report.
1.1.4 Attend monthly status meetings with appropriate City staff. The first month will be in person with the remaining months being held virtually. Date, required City attendees, and time are determined by City.
1.1.5 Maintain/update property owner contact list for use in distribution of Acquisition Provider introduction letters.
1.1.6 Work with City staff and City's legal counsel to develop required right of way templates and forms.
1.1.7 Coordinate with appraiser and surveyor as needed.
1.1.8 Coordinate with City staff to develop project strategy for parcels where landowners are not agreeable to sell or have not fully executed conveyance documents within 60 days.
1.1.9 Coordinate with City staff and Contractors that have the responsibility of clearing the right of way after parcels become clear for construction of the City.
1.1.10 Coordinate with City staff that have the responsibility of utility accommodation, coordination, and verification that result in the adjustment of utilities such that construction of the transportation project can proceed without delay.
1.1.11 If the schedule is delayed beyond 12 months, an amendment to the contract will be required.

1.2 File Management

1.2.1 Electronic parcel files will be provided to the City. Maintain working files in the Acquisition Provider's project management office. Electronically submit documents generated or received by the Acquisition Provider to the City. Upon closing of parcel, transfer to the City remaining documents not previously submitted. Submit to City documents required to be hard copies as generated by title company closings.
1.2.2 Maintain records of payments including check number, amount, and date paid.
1.2.3 Maintain copies of correspondence and contacts with property owners.
1.2.4 If requested, input and update parcel status in the City-designated electronic information management system.

2. Appraisal Service – Service Requirements

Acquisition Provider will select and use only Appraisers approved by the City.

Appraisal services will comply with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Texas Law.

2.1 **Real Estate Appraisal Services**

2.1.1 Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the Acquisition Provider Project Manager and the City Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent, if applicable.

2.1.1.1 Acquisition Provider will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The written contact documents will use acceptable City forms and the records of contact must be part of the parcel file.

2.1.1.2 With the information from the Acquisition Provider, the Appraiser will secure permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property owner, a written waiver must be obtained from the City. The permission or written waiver must be incorporated into the appraisal reports.

2.1.2 The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment will be reflective of the complexity of the specific individual assignment.

2.1.3 For an initial appraisal assignment, the Appraiser will prepare an appraisal report for each parcel to be acquired utilizing applicable City forms. These reports will conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

2.1.4 For an updated appraisal, the Appraiser will prepare an updated appraisal report for each parcel to be acquired utilizing applicable City forms. These reports will conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practice.

2.1.5 Acquisition Provider will prepare written notification to the City of environmental concerns associated with the right of way to be acquired, which may require environmental remediation.

2.1.6 Completed appraisals will be administratively reviewed and recommended for approval by City.

NOTE: Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.

2.1.7 Record of the on-time delivery of appraisal reports will be kept by the Acquisition Provider and reported to City on a monthly basis. Late delivery of appraisal reports or unacceptable or untimely responses to requests from City may result in reducing the number of appraisal assignments until the Appraiser's performance improves.

2.2 **Real Estate Appraisal Preparation and Testimony Services**

Beyond delivery of the appraisal assignments, the Appraiser may be called to provide preparation and testimony for a Special Commissioners Hearing ("Hearing"). For this appraisal assignment, the fee for the preparation time and testimony are separate from the

initial and update assignment.

3. Negotiation Services Excluding Commercial Signs (CS)

3.1 Review/update preliminary Title Commitment report to determine potential title problems, propose and inform City of methods to cure title deficiencies. This includes review of access easements.

3.2 Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the Acquisition Provider as pass-through costs.

3.3 Review appraisal reports and confirm the City's approved value prior to making an offer for each parcel.

3.4 Prepare and send informational letter to each landowner describing the project and its impact upon the landowner's property and transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

3.5 Issue property description to the property owner.

3.6 Prepare documents on applicable City forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)

3.7 Follow up on initial contact with a phone call to try to schedule a face-to-face meeting with the landowner.

3.8 Send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of closing activities, including following-up on contacts and securing the necessary instruments upon acceptance of the City's offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.

3.9 Meet in person when practical and negotiate in "Good Faith" with the landowner to work out and obtain in an agreement and compensation that is beneficial to the owner and the City.

3.10 The offer period will expire 60 days after the offer is received. Owner will agree to the offer amount or provide a written counteroffer within 60 days, or a final offer letter will be mailed upon authorization from the City.

3.11 Respond to property owner inquiries verbally and in writing within two business days.

3.12 Prepare a separate negotiator contact report for each parcel, per contact.

3.13 Provide title curative services. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property to the City. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.

3.14 Acquisition Provider will have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through City. Original documents generated or received by the Acquisition Provider will be delivered to City. Copies or working file documents will be kept by the Acquisition Provider. Acquisition Provider will maintain parcel files of original documentation related to the purchase of the real property or property interests

3.15 Provide closing services in conjunction with the title company and will attend closings when reasonably practical. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.

3.16 Record original instruments upon closing at the respective county clerk's office. These costs are reimbursed as pass-through costs.

3.17 Secure title insurance for parcels acquired, insuring acceptable title to the City. Written approval by the City is required for any exception. There should be no charges at this point, but if there are charges (such as abstractor's fees) these costs are reimbursed as a pass-through cost.

3.18 Obtain Tax Certificates from designated personnel, when applicable.

3.19 Deduct prorated taxes in the final compensation amount, when applicable.

3.20 Advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and will transmit to City any written counteroffer from property owners including applicable City forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with City policy and procedures.

3.21 After the 60 day offer period, when "Good Faith" negotiations fail after at least two face-to-face meetings or documented attempts and reasonable effort and correspondence with the landowner, the consultant will provide evidence of negotiations and correspondence and meet with the City to discuss further action.

3.22 Follow current City guidelines when negotiating parcels with Commercial Signs.

4. Relocation Assistance Services for Residential, Business, Personal Property, and CS

4.1 If the City directs the Acquisition Provider to cease all Contract services and terminate a Work Authorization through no fault of the Acquisition Provider, Acquisition Provider shall work with City to determine if each relocation is to proceed or letters rescinding relocation benefits are to be sent.

4.1.1 If benefits are rescinded, payment for the milestone currently being worked on will be payable in full upon submittal of the complete file to that point.

4.1.2 Relocation files will include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the Displacee and complete documentation for claims payable up to the time the Displacee is notified of their ineligibility for further relocation assistance.

4.2 Acquisition Provider will provide advance notice of the date and time of the initial meeting with the Displacee regarding the Appraiser's and Relocation Agent's inspection of the subject property.

4.3 Acquisition Provider will notify City approved Displacees of eligibility for relocation assistance. At the time of initial contact, the Acquisition Provider will provide Displacees, that are approved by the City, with a Relocation Assistance Packet consisting of the following approved City forms:

4.3.1 Parcel advisory services record

4.3.2 Certificate of eligibility

4.3.3 Relocation Assistance Brochure

4.4 Acquisition Provider will provide on-going relocation assistance and advisory services to Displacees affected by the acquisition of right of way and deliver required City forms to City that are signed by the Displacee. On-going advisory services include monitoring the move and relocation activities taken by the Displacee. Frequency and manner for monitoring the move will match the complexity of the relocation, however, the expectation is multiple in-person site visits, which is standard practice, and will be documented in the contact log portion of the required City forms to be submitted at close out.

4.5 Acquisition Provider will locate, evaluate, and maintain files on comparable available housing as well as listings for non-residential properties, for the duration of the project. These files are subject to review by City as deemed necessary.

4.6 Acquisition Provider will compute and submit the request for relocation housing/rental supplement to City on the appropriate City form with supporting photos attached for each property.

4.7 Acquisition Provider shall provide 90-day notice:

4.7.1 Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.

4.7.2 Not deliver the 90-day notice prior to a personal interview with the Displacee during which time the Relocation Agent determines the type, needs, and eligibilities of the Displacee, or before the issuance of the initial offer.

4.8 Acquisition Provider will provide 30-day notice to vacate once the City has possession of the property. The Displacee must be given a minimum of 90 days' notice prior to being required to vacate.

4.9 Acquisition Provider will notify City if the Displacee does not vacate the premises after 30-day notice expires.

4.10 Acquisition Provider will perform a decent, safe, and sanitary (DSS) inspection of replacement housing in accordance with City policy. Acquisition Provider will complete the appropriate City forms and submit to City.

4.11 Acquisition Provider will prepare relocation claims on appropriate forms and in accordance with City policies and procedures.

4.12 Acquisition Provider will coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with City procedures.

4.13 Relocation Agent will maintain relocation contact logs on appropriate City forms journaling attempted and completed contacts with parties, including descriptions of the reasons and outcome for each contact. Copies of Displacees' emails with date and time sent will be captured in the Acquisition Provider's relocation contact logs.

4.14 Relocation Agent must:

4.14.1 Attend closings on replacement property and confirm supplemental payment is properly distributed.

4.14.2 Process and compute increased applicable interest payments.

4.14.3 Be available for any relocation appeals and meetings.

4.14.4 Prepare relocation payment claim submissions for Displacees in accordance with City guidelines.

4.14.5 Deliver warrants in accordance with City guidelines.

4.14.6 Issue Relocation Assistance Program Surveys to Displacees.

4.15 Acquisition Provider will provide an executed certification of eligibility with Displacee claims.

4.16 The City will approve the timing and content of notice to a Displacee concerning relocations prior to the Acquisition Provider sending the notice.

5. Preliminary Condemnation Support Services

5.1 Acquisition Provider will prepare the final offer letter and mail the documents of conveyance by CMRRR.

5.2 The Acquisition Provider will, upon receipt of a copy of the final offer, request an updated Title Commitment for Eminent Domain from the title company.

5.3 The Acquisition Provider will use the information from the Title Commitment and other sources to join all interested parties on the request for eminent domain proceedings. Spouses of owners must be joined.

5.4 Acquisition Provider will prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the City.

5.5 Upon completion of the request for eminent domain proceedings by the Acquisition Provider, the Acquisition Provider will prepare a packet containing documents listed in the eminent domain package submission checklist. Submit packet to the City for submission to the City attorney.

6. Additional Services

6.1 Any changes to any parcel, including but not limited to, plan changes, splits of the parcel, re-appraisal, plat changes, survey changes, or other changes may require milestones to be repeated and will be billed as an additional service.

6.2 This scope does not include the effort for right of entry. If right of entries are required, that is considered an additional service and will be billed as an additional service.

6.3 Any services not listed in the scope will be considered additional services and will be billed as additional services.

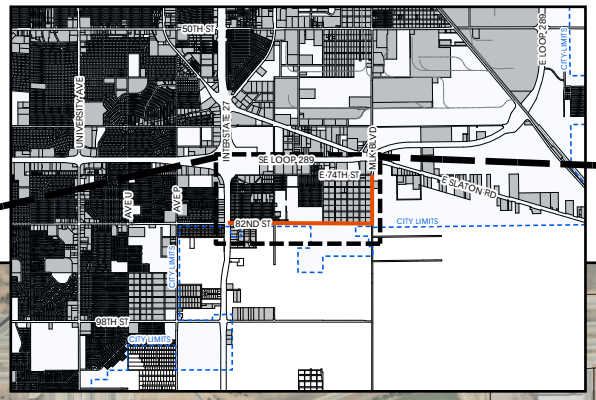
SERVICE REQUIREMENTS OF THE CITY: Services include, but are not limited to the following activities:

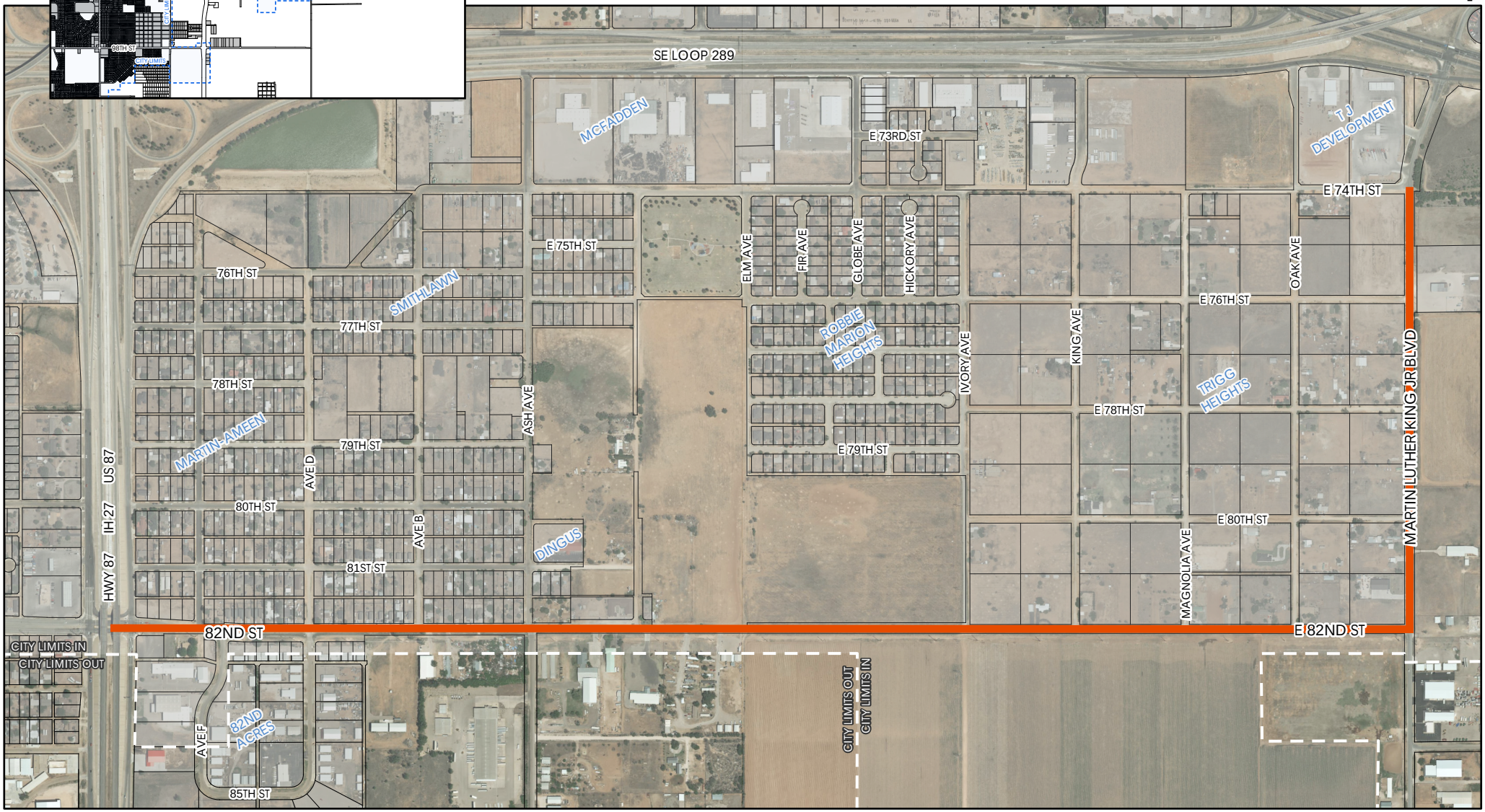
The City shall:

- Ensure the right of way project has limited authority or full authority to proceed.
- Provide schematics and field notes as available.
- Enter data into Professional Services — Designated Contract databases.
- Provide timely reviews and approval of submissions within 30 days.
- Provide all necessary standard forms and brochures.
- Process and issue all payments of appraisal fees, approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to the City in accordance with state law.
- Provide final approval for all appraisals, counter offers, relocation supplements, and relocation move payments, including paying movers for a cost estimate for moving personal property.
- Initiate, coordinate, and administer environmental investigation surveys.
- Pay pass-through costs charged by the title company for preliminary Title Commitments, update title commitments and title insurance for all parcels assigned in the Work Authorization.
- Pay pass-through costs of incidental expenses required to transfer real property to the City, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.
- Be responsible for accommodation, coordination, verification, and adjustment of utilities and supplying the Acquisition Provider with the related information in order to provide open and fully transparent communications.
- Contract separately with surveyors, environmental engineers, real estate and condemnation attorneys and other professional services as needed.
- Process all condemnation parcels through the City Attorney's office or third party designee.

3

82nd Street from Interstate 27 to Martin Luther King Jr Boulevard Up to E 74th Street





0 500 1,000 2,000 3,000 4,000 5,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2021

City of Lubbock, TX
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92825
Capital Project Name:	82nd Street and MLK Blvd - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ -
Agenda Items, January 24, 2023	
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Encumbered/Expended To Date	3,424,877
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	2,275,123
Remaining Appropriation	2,275,123
Total Appropriation	$ 5,700,000

AI# 11302
Regular City Council Meeting
01/24/2023:

6. 8.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Cost Sharing and Payment Agreement 16181, with Ford Development Corporation, for roadway improvements along Ash Avenue, from 66th Street to South Loop 289.

Item Summary

The City Council established Capital Improvement Project (CIP) 92712, Unpaved Roadways, with Budget Ordinance Amendment No. 2021-O0077, and CIP 92484, Substation Upgrades, through Budget Ordinance Amendment No. 2021-O0126. Ford Development Corporation is in the process of developing the area adjacent to Ash Avenue. Both parties can benefit from significant cost savings, by utilizing the same engineering firm for design of both portions of this corridor. Likewise, the project can expedite construction efforts and avoid duplicate costs, by utilizing a single contractor to complete the project as a whole.

The engineering and construction costs will be divided between the City of Lubbock, Lubbock Power & Light (LP&L), and Ford Development Corporation, as stipulated in the agreement. The construction portion will follow the City's procurement process and will be bid out and procured by the City. The project will include shared cost for the roadway improvements along Ash Avenue from 66th Street to South Loop 289.

On January 25, 2022, Cost Sharing and Payment Agreement 16181 was executed by the City Council. The City of Lubbock, and LP&L's contribution was not to exceed the appropriated amount of $492,329. The agreement was to be funded by two sources through CIP 92712 Unpaved Roadways, in the amount of $358,210 and CIP 92484, Substation Upgrades, in the amount of $134,119.

Due to the increased cost and addition to the original scope, the funds allocated were not sufficient for the Ash Avenue construction. Amendment No. 1 will increase the City of Lubbock and LP&L's contribution from $492,329 to $889,702 to fund this construction.

Fiscal Impact

This agreement in the amount of $889,702, will be funded in CIP 92712, Unpaved Roadways, in the amount of $708,050 and in CIP 92484, Substation Upgrades, in the amount of $181,652.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

Amendment 1
Agreement
Location Exhibit
Budget Detail
CIP Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Cost Sharing Agreement Contract No. 16181 for engineering and construction services to pave the area of Ash Avenue between the South Loop 289 frontage road and US Highway 84, and the associated frontage for the intersection of Ash Avenue and US Highway 84, by and between the City of Lubbock and Ford Development Corporation, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 to Ash Ave Cost Sharing Agrmnt
12.30.22

AMENDMENT NO. 1 TO COST SHARING AND PAYMENT AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT, Contract No. 16181, is entered into this _____ day of _____ 2023 by and between the City of Lubbock, Texas, a Texas Home Rule Municipality ("City"), and Ford Development Corporation ("Ford"), collectively ("Parties").

RECITALS

WHEREAS, the City entered into the Agreement on January 25, 2022 through Resolution No. 2022-R0039 for the Parties to share costs associated with the engineering and construction for paving the area of Ash Avenue between the South Loop 289 frontage road and US Highway 84, and the associated frontage for the intersection of Ash Avenue and US Highway 84 (the "Projects") as depicted on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Parties found the Agreement to be beneficial as it would be a cost savings to each of the Parties by utilizing the same engineering firm for the City's and Ford's Projects on Ash Avenue between South Loop 289 and US Highway 84; and

WHEREAS, when the City let out the project to bid, the original estimate of the cost of the Projects returned at a significantly higher cost than projected, the details of which are provided in Exhibits "B1-B5", attached and incorporated herein; and

WHEREAS, the Parties agree to the following amendment terms in order to apportion the actual bid costs between each Party for their own Project.

NOW, THEREFORE, the City and Ford agree to the terms of this FIRST AMENDMENT:

Section 2.0 of the Agreement shall be amended as follows:

2.0 *Payments*

2.1 City. City shall fund the City Projects (by and through the Engineering and Electric Utility Departments), at an amount not to exceed eight hundred eighty-nine thousand seven hundred-two and 00/100 ($889,702.00), as apportioned and set forth in Exhibit "B-1", attached hereto and incorporated herein.

2.2 Ford. Ford shall pay the City for Ford's Project costs, as valued by the contractor's bid that is selected in response to the City-issued request for proposals (RFP), within fifteen (15) business days from bid opening, and prior to the approval of the bid award by the City's governing body. Ford's remaining Project costs are estimated to be two hundred thirty-three thousand four hundred fifty-one dollars and NO/100 ($233,451.00) as set forth in Exhibits "B-1 through B-5".

2.3. Upon project completion, Ford shall pay the City for any and all amounts incurred for change orders on Ford's Project, and a thorough account shall be made for costs of the Engineering, Utility, and Ford Projects. If any surplus funds designated for the Engineering and/or Utility Projects remain, the City shall keep its surplus funds. If Ford's Project costs are less than the amount given to the City, the City shall refund Ford any surplus funds.

2.4 In the event that all the City funds set forth herein are exhausted, and project costs are greater than the CIP funds for the City's Projects detailed herein, Ford, and not the City, shall pay the City for any and all overage.

2.5 In the event that project costs for Ford's Project are over the estimated amount given herein, Ford shall pay the City for any and all overage.

All other portions of the original Agreement shall remain in place and are not altered by this amendment.

For the City of Lubbock:

TRAY PAYNE, Mayor

For Ford Development Corporation:

Rex F. Robertson, President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Erik Rejino, Assistant City Manager

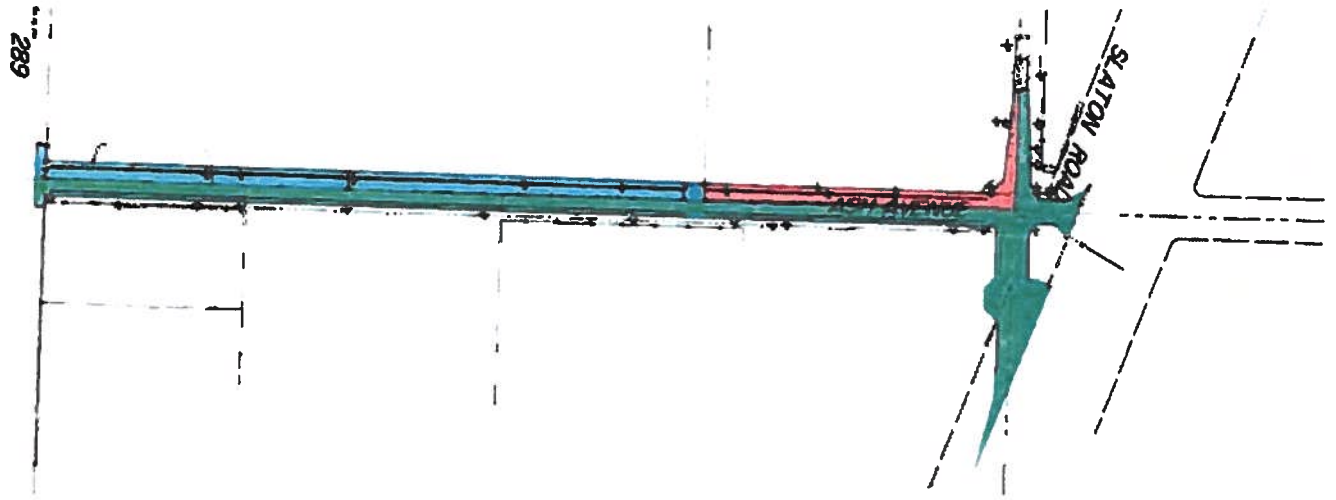
Joel Ivy, Director of Lubbock Power & Light

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Jenny Smith, General Counsel for Lubbock Power and Light

EXHIBIT A



FOR REVIEW ONLY
NOT FOR CONSTRUCTION

ASH AVE. - LOOP 289 TO US HWY 84

COST SHARING LIMITS

C100.0

EXHIBIT B-1

Ash Avenue - Loop 289 to US Highway 84
December 12, 2022

Opinion of Probable Project Costs

Project Construction Cost Per Party	Subtotal
1) Ford Development	$ 271,589
2) City of Lubbock	$ 668,167
3) Lubbock Power and Light	$ 166,716
Total Construction Cost Split	$ 1,106,471

Project Design Cost Allocation	Subtotal
1) Ford Development	$ 16,661
2) City of Lubbock	$ 39,883
3) Lubbock Power and Light	$ 14,936
Total Project Design and Construction Cost	$ 71,500

Total Project Cost Per Party	Total
1) Ford Development*	$ 233,451
2) City of Lubbock*	$ 708,050
3) Lubbock Power and Light*	$ 181,652
Total Project Design and Construction Cost	$ 1,123,152

*Ford Development has paid for all design costs to date. Ford's contribution to construction has be decreased by the project design costs allocated to City of Lubbock and LP&L and those parties contribution to construction has been increased by the equivalent amount. See quantity tabulations for detail.

EXHIBIT B-2

Ash Avenue - Loop 289 to US Highway 84
Total Project Cost

13-Dec-22 1:00 PM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue and 66th Street				
Demolition				
Tree Removal	1	LS	$ 15,000.00	$ 15,000
HMAC Removal	2,157	SY	$ 25.00	$ 53,925
Concrete Removal	95	SY	$ 50.00	$ 4,750
Paving Improvements				
Excavation for Roadways	1,310	CY	$ 12.00	$ 15,720
Roadway Embankmnet	1,118	CY	$ 12.00	$ 13,416
Pavement Section (2.5" Type C, 10" Flex Base, 12" Subgrade)	9,368	SY	$ 72.00	$ 674,352
24" Curb and Gutter	3,442	LF	$ 30.00	$ 103,260
8" Concrete Driveway	131	SY	$ 80.00	$ 10,480
8" Concrete Paving	142	SY	$ 85.00	$ 12,070
8" Concrete Fillets and Valley Gutters	731	SY	$ 90.00	$ 65,790
5" Curbed Concrete Drainage Flume	29	SY	$ 80.00	$ 2,320
Water Valve Box Adjustment	4	SY	$ 1,200.00	$ 4,800
Water Valve Vault Rim Adjustment	1	SY	$ 2,000.00	$ 2,000
Miscellaneous Items				
Mobilization	1	LS	$ 6,000.00	$ 6,000
SWPPP	1	LS	$ 12,000.00	$ 12,000
Traffic Control	1	LS	$ 10,000.00	$ 10,000
Contingency - 10% of Construction Cost				$ 100,588
Construction Total				$ 1,106,471

HR HUGO REED AND ASSOCIATES, INC.

EXHIBIT B-3

Ash Avenue - Loop 289 to US Highway 84
Ford Development Share of Construction

13-Dec-22 1:00 PM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue and 66th Street				
Demolition				
Tree Removal	1.0	LS	$ 15,000.00	$ 15,000
HMAC Removal	0.0	SY	$ 25.00	$ -
Concrete Removal	47.5	SY	$ 50.00	$ 2,375
Paving Improvements				
Excavation for Roadways	328.0	CY	$ 12.00	$ 3,936
Roadway Embankmnet	280.0	CY	$ 12.00	$ 3,360
Pavement Section (2.5" Type C, 10" Flex Base, 12" Subgrade)	2,399.4	SY	$ 72.00	$ 172,757
24" Curb and Gutter	774.7	LF	$ 30.00	$ 23,241
8" Concrete Driveway	0.0	SY	$ 80.00	$ -
8" Concrete Paving	71.0	SY	$ 85.00	$ 6,035
8" Concrete Fillets and Valley Gutters	47.5	SY	$ 90.00	$ 4,275
5" Curbed Concrete Drainage Flume	29.0	SY	$ 80.00	$ 2,320
Water Valve Box Adjustment	2.0	SY	$ 1,200.00	$ 2,400
Water Valve Vault Rim Adjustment	0.0	SY	$ 2,000.00	$ -
Miscellaneous Items				
Mobilization	0.4	LS	$ 6,000.00	$ 2,400
SWPPP	0.4	LS	$ 12,000.00	$ 4,800
Traffic Control	0.4	LS	$ 10,000.00	$ 4,000
Contigency - 10% of Construction Costs				$ 24,690
Subtotal Construction				$ 271,589
Professional Services				
Design Surveying and Engineering Design				$ 16,681
Subtotal Professional Services				$ 16,681
Ford Development Total Contribution				$ 288,270

EXHIBIT B-4

Ash Avenue - Loop 289 to US Highway 84
City of Lubbock Share of Construction

13-Dec-22 1:00 PM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue and 66th Street				
Demolition				
Tree Removal	0.0	LS	$ 15,000.00	$ -
HMAC Removal	1,891.5	SY	$ 25.00	$ 47,288
Concrete Removal	47.5	SY	$ 50.00	$ 2,375
Paving Improvements				
Excavation for Roadways	641.0	CY	$ 12.00	$ 7,692
Roadway Embankmnet	638.0	CY	$ 12.00	$ 7,656
Pavement Section (2.5" Type C, 10" Flex Base, 12" Subgrade)	5,423.0	SY	$ 72.00	$ 390,456
24" Curb and Gutter	2,179.5	LF	$ 30.00	$ 65,385
8" Concrete Driveway	131.0	SY	$ 80.00	$ 10,480
8" Concrete Paving	71.0	SY	$ 85.00	$ 6,035
8" Concrete Fillets and Valley Gutters	636.2	SY	$ 90.00	$ 57,258
5" Curbed Concrete Drainage Flume	0.0	SY	$ 80.00	$ -
Water Valve Box Adjustment	2.0	SY	$ 1,200.00	$ 2,400
Water Valve Vault Rim Adjustment	1.0	SY	$ 2,000.00	$ 2,000
Miscellaneous Items				
Mobilization	0.3	LS	$ 6,000.00	$ 1,800
SWPPP	0.3	LS	$ 12,000.00	$ 3,600
Traffic Control	0.3	LS	$ 10,000.00	$ 3,000
Contigency - 10% of Construction Costs				$ 60,742
Subtotal Construction				$ 667,167
Professional Services				
Contribution to Constrcution as offset for Professional Services Paid by Ford				$ 39,883
Subtotal Professional Services				$ 39,883
City of Lubbock Total Contribution				$ 708,050

EXHIBIT B-5

Ash Avenue - Loop 289 to US Highway 84
LP&L Share of Construction

13-Dec-22 1:00 PM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue and 66th Street				
Demolition				
Tree Removal	0.0	LS	$ 15,000.00	$ -
HMAC Removal	265.5	SY	$ 25.00	$ 6,638
Concrete Removal	0.0	SY	$ 50.00	$ -
Paving Improvements				
Excavation for Roadways	341.0	CY	$ 12.00	$ 4,092
Roadway Embankmnet	200.0	CY	$ 12.00	$ 2,400
Pavement Section (2.5" Type C, 10" Flex Base, 12" Subgrade)	1,543.6	SY	$ 72.00	$ 111,139
24" Curb and Gutter	487.8	LF	$ 30.00	$ 14,634
6" Concrete Driveway	0.0	SY	$ 80.00	$ -
8" Concrete Paving	0.0	SY	$ 85.00	$ -
8" Concrete Fillets and Valley Gutters	47.3	SY	$ 90.00	$ 4,257
5" Curbed Concrete Drainage Flume	0.0	SY	$ 80.00	$ -
Water Valve Box Adjustment	0.0	SY	$ 1,200.00	$ -
Water Valve Vault Rim Adjustment	0.0	SY	$ 2,000.00	$ -
Miscellaneous Items				
Mobilization	0.3	LS	$ 6,000.00	$ 1,800
SWPPP	0.3	LS	$ 12,000.00	$ 3,600
Traffic Control	0.3	LS	$ 10,000.00	$ 3,000
Contingency - 10% of Construction Costs				$ 15,156
Subtotal Construction				$ 166,716
Professional Services				
Contribution to Construction as offset for Professional Services Paid by Ford				$ 14,936
Subtotal Professional Services				$ 14,936
LP&L Total Contribution				$ 181,652

Resolution No. 2022-R0039
Item No. 7.14
January 25, 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Cost Sharing and Payment Agreement No. 16181 for the paving of Ash Avenue between South Loop 289 and 66th Street, by and between the City of Lubbock and Ford Development 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 January 25, 2022.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Cost Sharing Agreement_Ash Ave
1.18.22

COST SHARING AND PAYMENT AGREEMENT

THIS AGREEMENT, Contract No. 16181, is entered into this 25th day of January 2022 by and between the City of Lubbock, Texas, a Texas Home Rule Municipality ("City"), and Ford Development Corporation ("Ford"), collectively ("Parties").

RECITALS

WHEREAS, the Mayor of the City of Lubbock formed a Future Needs Committee (the "Committee") and appointed certain members of the City of Lubbock City Council (the "Council") to it for the purposes of identifying anticipated infrastructure needs of the City of Lubbock and its residents; and

WHEREAS, on April 13, 2021, the Committee presented its findings to the Council regarding, among other things, a recommendation to secure funding for an Unpaved Roads Program project and the Council accepted the recommendations of the Committee through Resolution No. 2021-R0141; and

WHEREAS, on April 21, 2021, the Council passed Resolution No. 2021-R0162 for the issuance of certificates of obligation to fund the acquisition, construction, renovation, and improvement of capital projects including various road projects in part as recommended by the Committee; and

WHEREAS, with its recommendation, the Committee included specific streets that should be improved with the issuance of the certificates of obligation, of which included one-half width of paving of the east half of Ash Avenue from the intersection of Ash Avenue and the South Loop 289 frontage road to the intersection of Ash Avenue and US Highway 84 and the full width of 66th Street from the mid-line of Ash Avenue to approximately 80 feet east of Ash Avenue in Lubbock, Texas (the "Engineering Project"), as depicted in "Exhibit A" attached to and incorporated herein; and

WHEREAS, subsequently the City, by and through its Engineering Department ("Engineering"), established Capital Improvement Projects ("CIP") No. 92712 via Budget Ordinance 2021-O0077 for the Engineering Project and has appropriated three hundred fifty-eight thousand two hundred ten dollars and 00/100 ($358,210.00) for the Engineering Project; and

WHEREAS, in furtherance of a substation upgrade on Ash Avenue the ("Slaton Substation"), the City by and through its Electric Utility Department, LP&L (the "Utility"), established a CIP No. 92484.9255.30000 via Budget Ordinance 2021-O0126 for the paving of one-half width of the west half of Ash Avenue from approximately 1,136 feet north of the north face of the curb of South Loop 289 frontage road to the intersection of Ash Avenue and US Highway 84 and the full width of 66th Street from the mid-line of Ash Avenue to approximately 80 feet west of Ash Avenue in Lubbock, Texas ("Utility Project"), as depicted in "Exhibit A",

and has appropriated one hundred thirty-four thousand one hundred nineteen and 00/100 ($134,119.00) for the Utility Project;

WHEREAS, the Utility's contribution for the paving of the above described portion of Ash Avenue resolves all outstanding issues regarding the City's Planning and Zoning file FPLT-014834-2018, and the final plat for the Slaton Substation may be recorded; and

WHEREAS, Ford owns, and is developing, land adjacent to the area of the Engineering and Utility Projects and as part of the development Ford has need to pave the west half of Ash Avenue from the intersection of Ash Avenue and the South Loop 289 frontage road north for approximately 1,136 feet from the north face of the curb of the South Loop 289 frontage road ("Ford Project"), as depicted in "Exhibit A", for an estimated cost of one hundred forty-nine thousand eight hundred twenty-six and 00/100 ($149,826), as set forth in "Exhibits B1-B4" attached hereto and incorporated herein; and

WHEREAS, the details of the Parties' Projects are set forth in "Exhibits B2-B4", attached hereto and incorporated herein; and

WHEREAS, the Parties can realize a significant cost savings for the Projects detailed herein by utilizing the same engineering firm and Contractor for the Engineering, Utility, and Ford Projects on Ash Avenue between South Loop 289 and US Highway 84; and

WHEREAS, the Parties hereto agree that in order to expedite construction and avoid duplicative costs, all Parties shall utilize one engineering firm and one Contractor jointly for the completion of said projects; and

WHEREAS, Ford is aware, and agrees, that City funds for the Engineering and Utility Projects in this cost-sharing agreement are limited to a maximum expense of four hundred ninety-two thousand three hundred twenty-nine and 00/100 ($492,329.00), as set forth in "Exhibit B1".

TERMS

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 *Parties Obligations*

1.1 City. City shall cause a notice for request for proposals to be issued for construction of the Parties' Projects as described above.

1.2 Ford. Ford shall cause all engineering drawings to be completed that are necessary for all the Parties' Projects herein and forward said drawings to the City upon completion.

1.3 The Parties shall jointly review the engineering drawings and contractor proposal submissions, and the City shall make every reasonable attempt to negotiate a contract between the City and the highest-ranking contractor that is qualified for the joint project and for the best value. Upon review of the drawings and proposal submissions, if either Party deems the project financially unfeasible, either the City or Ford may elect not to pursue the shared project and reject all bids. Rejection of all bids will terminate this agreement in its totality.

1.4 Once construction begins, all change orders will require City approval. For change orders on Ford's Project, Ford must submit a written recommendation to the City for each change order, and the City will promptly consider said change order. Upon project completion, Ford shall render payment to the City for each change order it recommends to, and is approved by, the City.

2.0 *Payments*

2.1 City. City shall fund the Engineering and Utility Projects, at an amount not to exceed four hundred ninety-two thousand three hundred twenty-nine and 00/100 ($492,329.00).

2.2 Ford. Upon selection of a qualified contractor for construction services via a City-issued request for proposals, Ford shall pay the City for Ford's Project as valued by the contractor's bid that is selected by the Parties plus a ten percent (10%) contingency within fifteen (15) business days from bid opening, and prior to the approval of the bid award by the City's governing body.

2.3. Upon project completion, Ford shall pay the City for any and all amounts incurred for change orders on Ford's Project, and a thorough account shall be made for costs of the Engineering, Utility, and Ford Projects. If any surplus funds designated for the Engineering and/or Utility Projects remain, the City shall keep its surplus funds. If Ford's Project costs are less than the amount given to the City, the City shall refund Ford any surplus funds.

2.4 In the event that all the City funds set forth herein are exhausted, and project costs are greater than the CIP funds for the Engineering and Utility Projects detailed herein, Ford, and not the City, shall pay the City for any and all overage.

2.5 In the event that project costs for Ford's Project are over the estimated amount given herein, Ford shall pay the City for any and all overage.

3.0 *Breach*

The failure of either of the Parties to comply with their obligations, including but not limited to promptly paying the City the agreed amounts set forth in Section 2.0, shall constitute a breach of this Agreement.

4.0 *Waiver*

The waiver of any requirement hereunder by any Party hereto shall not be effective unless properly authorized and in writing.

5.0 *Term; Termination*

This Agreement shall automatically terminate after completion of construction of all projects provided herein, and the final settlement and payment of funds between the Parties is completed. This Agreement is not subject to early termination by any Party, other than as provided herein.

6.0 *Texas Law to Apply*

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Lubbock County, Texas.

7.0 *Notice*

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lubbock
Attn: Michael Keenum, City Engineer
P.O. Box 2000
Lubbock, Texas 79457

Ford Development Corporation
Attn: Rex F. Robertson
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

8.0 *Legal Construction*

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9.0 *Non-Arbitration*

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein

are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

10.0 *Miscellaneous*

A. 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

B. 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.

C. Texas Government Code 2274. By entering into this Agreement, Ford 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 Ford is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Ford 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.

D. Ford 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 Ford is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Ford 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.

E. 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, Ford 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.

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

11.0 *Entire Agreement*

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either entity, has any authority to modify this Agreement except pursuant to express authority to do so granted by the governing body.

12.0 *Parties Bound/Authority*

This Agreement shall be binding upon and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. The undersigned represent and warrant their authority to execute this Agreement, and to bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 25th day of January 2022.

For the City of Lubbock:

DANIEL M. POPE, Mayor

For Ford Development Corporation:

Rex F. Robertson, President

Attest:

Rebecca Garza, City Secretary

Approved as to Content:

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

Jesica McEachern, Assistant City Manager

David McCalla, Director of Lubbock Power & Light

Approved as to Form:

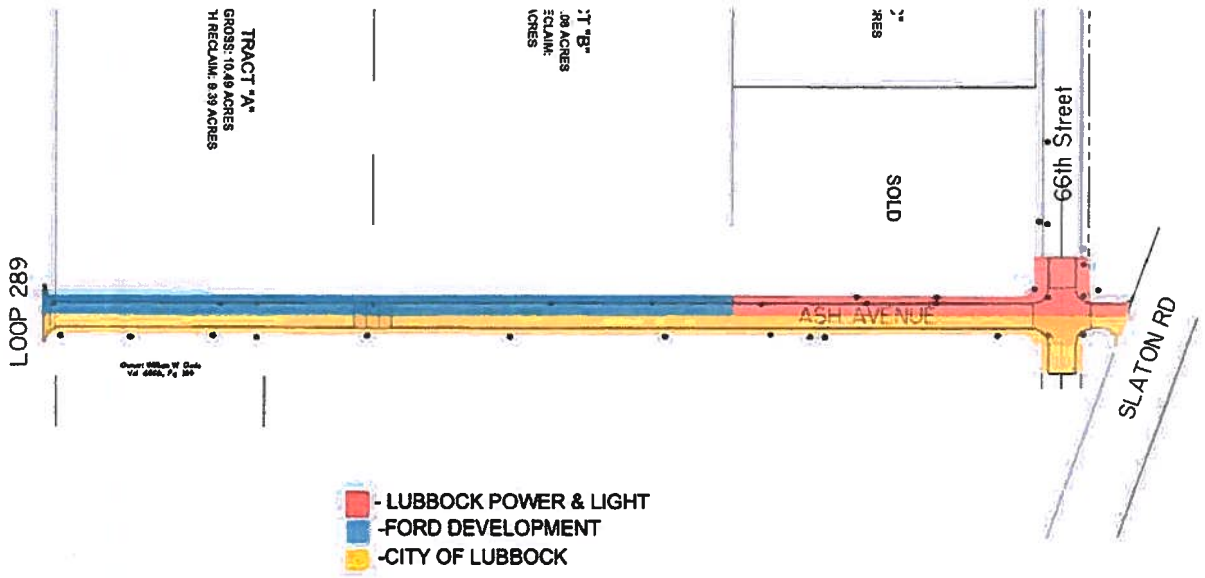
Kelli Leisure, Assistant City Attorney

Jenny Smith, General Counsel for Lubbock Power & Light

Exhibit A

NORTH

1:200



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS

DATE:

Ash Avenue from US Highway 84 to Loop 289
December 9, 2021

Opinion of Probable Construction Cost

Project Cost Per Party	Total
1) Ford Development	$ 149,826
2) City of Lubbock	$ 358,210
3) Lubbock Power and Light	$ 134,119
Total Project Cost	$ 642,154

* Based on 6 month sequential construction time.
** Estimates only, actual amount depend on actual contracted services scope of work.
***This estimate assumes that typical plan review, testing, and inspection fees would be waived by the City of Lubbck and that no utility relocations other than the power pole specifically quantified herein.
**** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ash Avenue from US Highway 84 to Loop 289
Ford Development

Opinion of Probable Construction Cost

9-Dec-21 10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Paving Improvements				
Excavation and Embankment	1	LS	$ 14,000.00	$ 14,000
Type C HMAC (2" and Caliche Base)	2,319	SY	$ 30.00	$ 69,570
6" Concrete Paving	145	SY	$ 63.00	$ 9,135
24" Curb and Gutter	1,111	LF	$ 20.00	$ 22,220
6" Concrete Fillets and Valley Gutters	73	SY	$ 63.00	$ 4,599
Subtotal Paving Improvements				$ 119,524
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				$ 16,681
Subtotal Professional Services				$ 16,681
Contingency				
10% Construction Planning Contingency				$ 13,621
Subtotal Contingency				$ 13,621
Total				$ 149,826

Ash Avenue from US Highway 84 to Loop 289
City of Lubbock

Opinion of Probable Construction Cost

9-Dec-21 10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	91	SY	$ 20.00	$ 1,820
Paving Improvements				
Excavation and Embankment	1	LS	$ 22,000.00	$ 22,000
Type C HMAC (2" and Caliche Base)	3,649	SY	$ 30.00	$ 109,470
24" Curb and Gutter	1,610	LF	$ 20.00	$ 32,200
6" Concrete Fillets and Valley Gutters	219	SY	$ 63.00	$ 13,797
8" Concrete Paving	145	SY	$ 63.00	$ 9,135
Miscellaneous Items				
Power Pole Relocation	9	EA	$ 4,500.00	$ 40,500
Ash Avenue and 66th Street Intersection				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	461	SY	$ 20.00	$ 9,220
Paving Improvements				
Excavation and Embankment	1	LS	$ 5,000.00	$ 5,000
Type C HMAC (2" and Caliche Base)	388	SY	$ 30.00	$ 11,640
24" Curb and Gutter	100	LF	$ 20.00	$ 2,000
6" Concrete Fillets and Valley Gutters	74	SY	$ 63.00	$ 4,662
6" Concrete Paving	386	SY	$ 63.00	$ 24,318
Subtotal Paving Improvements				$ 285,762
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				$ 39,883
Subtotal Professional Services				$ 39,883
Contingency				
10% Construction Planning Contingency				$ 32,565
Subtotal Contingency				$ 32,565
Total				$ 358,210

Ash Avenue from US Highway 84 to Loop 289
Lubbock Power and Light

Opinion of Probable Construction Cost

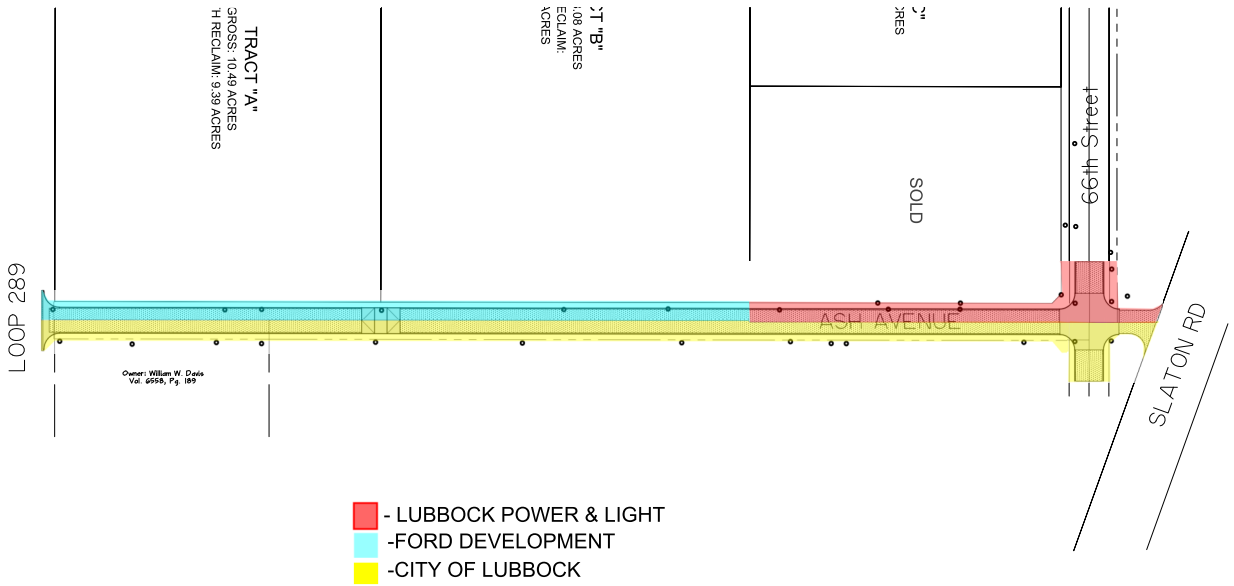
9-Dec-21 10:02 AM

Item	Quantity	Unit	Unit Price	Total
Ash Avenue				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	91	SY	$ 20.00	$ 1,820
Paving Improvements				
Excavation and Embankment	1	LS	$ 6,000.00	$ 6,000
Type C HMAC (2" and Caliche Base)	1,079	SY	$ 30.00	$ 32,370
24" Curb and Gutter	498	LF	$ 20.00	$ 9,960
Ash Avenue and 66th Street Intersection				
Demolition				
HMAC Pavement Removal (HMAC and Base Course)	461	SY	$ 20.00	$ 9,220
Paving Improvements				
Excavation and Embankment	1	LS	$ 5,000.00	$ 5,000
Type C HMAC (2" and Caliche Base)	388	SY	$ 30.00	$ 11,640
24" Curb and Gutter	100	LF	$ 20.00	$ 2,000
6" Concrete Fillets and Valley Gutters	74	SY	$ 63.00	$ 4,662
8" Concrete Paving	386	SY	$ 63.00	$ 24,318
Subtotal Paving Improvements				$ 108,990
Professional Services				
Design Surveying, Engineering Design, and Construction Staking				$ 14,936
Subtotal Professional Services				$ 14,936
Contingency				
10% Construction Planning Contingency				$ 12,193
Subtotal Contingency				$ 12,193
Subtotal				$ 134,119

Exhibit A

NORTH

1:200



- LUBBOCK POWER & LIGHT
-FORD DEVELOPMENT
-CITY OF LUBBOCK

DATE:

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

City of Lubbock
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92484
Capital Project Name:	Substation Upgrades
Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

	Budget	
Encumbered/Expended	92484	92712
Staff Time	$169,841	65,269
Professional Services Advertisement	617	553
System Capital Improvements Construction	2,419,623	
Construction Contract 16211, West Texas Paving, Inc.,	-	1,297,081
Professional Service Agreement 16363 with Freese and Nichols		250,000
Professional Service Agreement 16440 with Kimley-Horn and Associates, Inc.		175,000
Surveying Services by Hugo Reed and Associates, Inc.		10,390
Surveying Services by Parkhill		10,000
Construction Contract 16919, Lone Star Dirt & Paving		2,118,230
Agenda Item January 24, 2023		
Cost Sharing and Payment Agreement 16181	181,652	708,050
Encumbered/Expended To Date	2,771,734	4,634,572
Estimated Cost for Remaining Appropriation		
Unimproved Roadway Construction and Design & Electrical System Improvements	2,578,266	4,424,590
Remaining Appropriation	2,578,266	4,424,590
Total Appropriation	$5,350,000	9,059,162

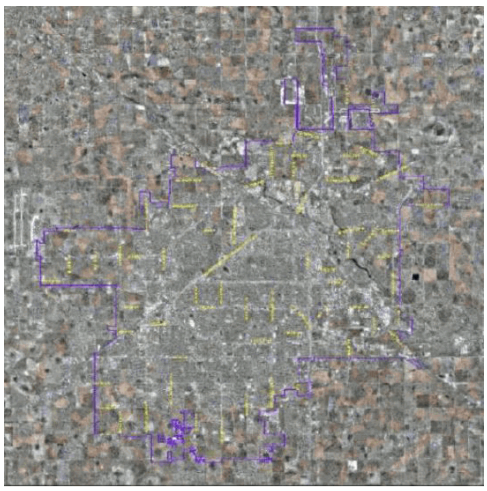
Project Name **Transportation Improvements/Unpaved Roads** *Project Number* **92712**

Managing Department **Unpaved Streets**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project History

$9,000,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-O0077, July 13, 2021.
$59,162 was appropriated in the FY 2022-23, BCR# 2023-9, January 3, 2023.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Project Amount
Construction	9,059,162	0	0	0	0	0	0	9,059,162
Total Project Appropriation	9,059,162	0	0	0	0	0	0	9,059,162

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Funding
FY 2021 General Fund Cash	59,162	0	0	0	0	0	0	59,162
FY 2021 Tax Supported Revenue CO's	9,000,000	0	0	0	0	0	0	9,000,000
Total Funding Sources	9,059,162	0	0	0	0	0	0	9,059,162

		Unappropriated Planning Years					
Operating Budget Impact	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Project Name **Substation Upgrades** *Project Number* **92484**

Managing Department **7611-Transmission Supervision & Engineering**

Project Manager **Luke Miller**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Replace the relay protection on the substations with older relays and assess the substations to determine if any modifications or upgrades are required in preparation for the new system configuration. The assessment includes but is not limited to: analyzing the power flows through the substations and verifying the existing equipment will handle/carry the power/currents safely; and analyzing the existing Alternating Current (AC) Voltage and Direct Current (DC) Voltage system requirements. The project includes the engineering, design, materials, and construction costs associated with upgrading the following substations: Wadsworth, Erskine, Brandon, Northwest, McCullough, Mackenzie, and Thompson.

Project Justification

The existing antiquated protection relays in the affected substations do not provide adequate protection or safety features. The installation of microprocessor relays will allow LP&L to further improve the reliability of the system by providing adequate and redundant protection while improving the safety of personnel by implementing features such as hot line tag. These new digital relays will constantly monitor the health of the system, instantly alarm for abnormal conditions, and more importantly clear system disturbances quickly and as necessary. The current transformers (CTs) in the existing circuit breakers do not have the proper ratings required, thereby reducing the rating of the line. The line rating is what determines how much power the lines can safely carry. Some equipment will need to be replaced if the current ratings do not meet or exceed the requirements.

FERC Accounts: 353

Estimated Useful Life: 30 years

Project History

$510,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, September 8, 2016.
Appropriated $105,000 in FY 2016-17 Budget Amendment No. 28, Ord. No. 2017-O0058, May 25, 2017.
$3,510,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
Reduced funding by $2.4 million in FY 2017-18 Budget Amendment No. 13, Ord. No. 2018-O0057, May 24, 2018.
$1,410,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$2,215,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	5,350,000	0	700,000	728,000	755,000	785,000	820,000	9,138,000
Total Project Appropriation	5,350,000	0	700,000	728,000	755,000	785,000	820,000	9,138,000

Funding Detail	Funding to Date	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2017 30-Year LP&L Revenue Bonds	615,000	0	0	0	0	0	0	615,000
FY 2018 30-Year LP&L Revenue Bonds	1,110,000	0	0	0	0	0	0	1,110,000
FY 2021 30-Year LP&L Revenue Bonds	3,625,000	0	0	0	0	0	0	3,625,000
FY 2024 30-Year LP&L Revenue Bonds	0	0	700,000	0	0	0	0	700,000
FY 2025 30-Year LP&L Revenue Bonds	0	0	0	728,000	0	0	0	728,000
FY 2026 30-Year LP&L Revenue Bonds	0	0	0	0	755,000	0	0	755,000
FY 2027 30-Year LP&L Revenue Bonds	0	0	0	0	0	785,000	0	785,000
FY 2028 LP&L 30-Year Revenue Bonds	0	0	0	0	0	0	820,000	820,000
Total Funding Sources	5,350,000	0	700,000	728,000	755,000	785,000	820,000	9,138,000

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

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Contract 16741, with Municipal Valve & Equipment, for the purchases of large distribution system valves for isolation of Pump Station 4.

Item Summary

The purpose of the Pump Station 4 Large Valve Project is to install new valves in order for the pump station to be shut down ahead of the Bailey County Line Improvements and Pump Station 4 Improvements Projects. The existing valves surrounding the pump station have outlived their useful design life and more recently have failed to shut down, when needed for repairs. This project is for purchase only of the valves.

In response to RFP 23-16741-TF, proposals were received and opened on February 17, 2022, from the following vendors.

Supplier	Location
Vector Controls	Plano, Texas
O Toole Industries	Lubbock, Texas
Municipal Valve & Equipment	Addison, Texas
Core and Main	Lubbock, Texas
SBIW, Inc.	San Ramon, California

The proposals were evaluated using the following criteria: 50 Points for Price, 30 Points for Meeting the Project Specifications, and 20 Points for Scheduled Total Time for Delivery. The maximum point value is 100 points. After the proposals were evaluated, the following rankings were given.

Supplier	Location	Points
Municipal Valve & Equipment	Addison, Texas	74.52
Vector Controls	Plano, Texas	72.05
SBIW, Inc.	San Ramon, California	62.00
Core and Main	Lubbock, Texas	45.50
O'Toole Industries	Lubbock, Texas	no specs submitted

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change.

The time for total delivery of all valves is 140 consecutive calendar days.

The pre-purchase of valves ahead of the construction contract will allow for better control of the project timelines, removing equipment delays from the project.

The Staff and Evaluation Committee recommend award of the unit price contract to the highest ranked proposal, Municipal Valve & Equipment, Inc. of Addison, Texas for $233,203.40.

Fiscal Impact

This contract for $233,203.40 is funded in CIP 92513, Pumping System Improvements Phase II

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - Municipal Valve and Equip.

PO - Municipal Valve and Equip.

Budget Detail

CIP Detail

Project Summary - Pump Station Valve Project

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. 22300085 in accordance with RFP 23-16741-TF for the purchase of pump station 4 valve project, by and between the City of Lubbock and Municipal Valve & Equipment Company, Inc. of Addison, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 22300085 Pump Station 4 Valve Project
12.20.22

City of Lubbock TEXAS

PURCHASE ORDER

Date - 12/20/2022

Order Number 22300085 000 OP

Branch/Plant 92513

TO:	SHIP TO:
MUNICIPAL VALVE & EQUIPMENT COMPANY, INC. 4010 BILLY MITCHELL DR ADDISON TX 75001	CITY OF LUBBOCK P O BOX 2000 LUBBOCK TX 79457

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

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

Ordered 1/24/2023 Freight

Requested 6/13/2023 Taken By T FLORES

Delivery PER A WADE REQ 59674 RFP 23-16741-TF

If you have any questions about this order, please contact John Turpin, P.E., at 806-775-2342 or via email at JTurpin@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
42" Butterfly Valve	1.000	24,874.4000	EA	24,874.40	6/13/2023
36" Butterfly Valve	5.000	21,841.8000	EA	109,209.00	6/13/2023
30" Butterfly Valve	3.000	14,372.4000	EA	43,117.20	6/13/2023
24" Butterfly Valve	6.000	9,333.8000	EA	56,002.80	6/13/2023
			Total Order		

Terms NET 30 233,203.40

City of Lubbock TEXAS

PURCHASE ORDER

Date - 12/20/2022

Order Number 22300085 000 OP

Branch/Plant 92513

TO:	MUNICIPAL VALVE & EQUIPMENT COMPANY, INC. 4010 BILLY MITCHELL DR ADDISON TX 75001
SHIP TO:	CITY OF LUBBOCK P O BOX 2000 LUBBOCK TX 79457

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

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

Ordered 1/24/2023 Freight

Requested 6/13/2023 Taken By T FLORES

Delivery PER A WADE REQ 59674 RFP 23-16741-TF

INSURANCE REQUIRED:

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. **Automatically add an excess liability of $4M.** **Commercial General Liability Heavy Equipment Endorsement**: Heavy equipment endorsement is required **Commercial General Liability Digging Endorsement:** XCU endorsement is required **Automotive Liability:** Combined Single limit for Any Auto - $1,000,000/ occurrence as needed.	**Builder's Risk Requirements:** Builder's Risk Insurance is needed for this project, and at a minimum, the insurance should cover the full insurable value of the improvements. **Professional Liability Requirements:** $1M occurrence / $2M aggregate **Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1,000,000) is required with Workers Compensation. **Crime Protection Coverage Requirements:** Employee Dishonesty or Fidelity Bond coverage REQUIRED in an amount equal to the maximum exposure.
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

This purchase order encumbers funds in the amount of $233,203.40 awarded to Municipal Valve & Equipment Company, Inc. of Addison, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated November 7, 2022, from Municipal Valve & Equipment Company, Inc. of Addison, TX, and RFP 23-16741-TF.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____

Tray Payne, Mayor Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

City of Lubbock, TX
Public Works
RFP 23-16741-TF
Pump Station 4 Valve Project

Municipal Valve & Equipment Company, Inc. of Addison, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Furnish 42" butterfly valve as herein specified.	1	EA	$24,874.40	24,874.40
#1-2	Furnish 36" butterfly valve as herein specified.	5	EA	21,841.80	109,209.00
#1-3	Furnish 30" butterfly valve as herein specified.	3	EA	14,372.40	43,117.20
#1-4	Furnish 24" butterfly valve as herein specified.	6	EA	9,333.80	56,002.80
			Total (Items 1-1 through 1-4):		$233,203.40

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

The City of Lubbock reserves the right to accept or reject any and all.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

___ YES ___X NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

I, the undersigned Vendor certify that the insurance requirements this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

Jim Anderson (Nov 7, 2022 16:22 CST)
Authorized Signature

Vice President of Operations
Title

Jim Anderson
Print/Type Name

11/07/2022
Date

Municipal Valve & Equipment Company, Inc.
Company Name

4010 Billy Mitchell Drive
Address

Addison, TX 75001
City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Jim Anderson Vice President of Operations
Mailing Address:	4010 Billy Mitchell Drive
City, State, Zip:	Addison, TX 75001
Telephone No:	PH 972-248-2600
Fax No:	FAX 972-767-4414
E-Mail:	JAnderson@municipalvalve.com

City of Lubbock, TX
Pump Station 4 Large Valve Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92513
Capital Project Name:	Pumping System Improvements Phase II

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$13,608
Pump System Improvements & Equipment	120,627
Advertisement	203
Cobb Fendley SUE Survey	18,986
Contract 15944 - Replacement Pumps, Motors, and Starters for Pump Station No. 4	1,504,000
Agenda Items, January 24, 2023	
Contract 16741 - Large Valve Project	233,203
Encumbered/Expended To Date	1,890,627
Estimated Costs for Remaining Appropriation	
Pump Station Improvements	1,109,373
Remaining Appropriation	1,109,373
Total Appropriation	$3,000,000

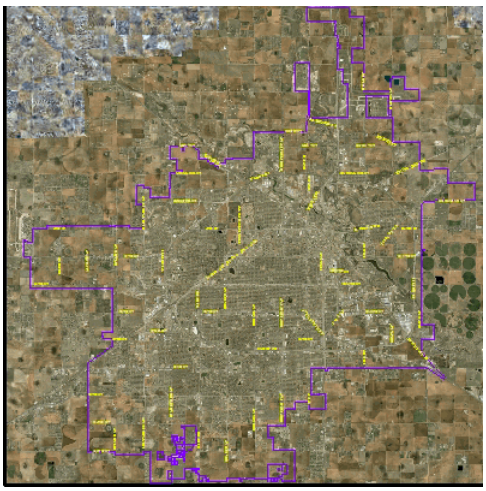
Project Name **Pumping System Improvements Phase II** *Project Number* **92513**

Managing Department **Pumping & Control**

Project Manager **Michael Lowe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

This project is for the purchase and installation of equipment, and the modification and/or rehabilitation of existing equipment and pumping systems. This project includes ongoing maintenance, repairs, or replacement as needed, as well as emergency repairs not included in operating budget.

Future projects include Pump Station 8 HVAC Improvements in order to provide a safe working environment for personnel and increase the reliability and life expectancy of electrical equipment, followed by Pump Station 8 Pump and Motor Replacement in order to increase reliability and flexibility within the Water Distribution System.

March 2021 - Purchase of two low head pumps, motors, and electrical equipment to be installed at Pump Station #4 to allow flexibility in pumping and allowing water to be transported to Pump Station 16 where it will disbursed as needed to other parts of the City's water distribution system. Bid for this purchase currently in progress. Estimated cost - $2,200,000. Additional funds in later years to be used to replace aging pumps and motors at Pump Station #8.

The installation of these low head pump was evaluated and recommended by an engineering consultant.

Ongoing maintenance, repairs, or replacement as needed.

Project Justification

Replacing and updating aged infrastructure increases water distribution flexibility and reliability, decreases emergency maintenance expenditures, and reduces system failures.

Project History

$500,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$500,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$500,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$500,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$500,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.
$500,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	2,500,000	500,000	500,000	500,000	500,000	500,000	0	5,000,000
Total Project Appropriation	2,500,000	500,000	500,000	500,000	500,000	500,000	0	5,000,000

Project Name **Pumping System Improvements Phase II** *Project Number* **92513**

Funding Detail	Funding to Date	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2015 Water Revenue CO's	1,099	0	0	0	0	0	0	1,099
FY 2018 Water/Wastewater Cash	500,000	0	0	0	0	0	0	500,000
FY 2019 Water/Wastewater Cash	500,000	0	0	0	0	0	0	500,000
FY 2020 Water/Wastewater Cash	500,000	0	0	0	0	0	0	500,000
FY 2021 Water/Wastewater Cash	500,000	0	0	0	0	0	0	500,000
FY 2022 Water/Wastewater Cash	498,901	0	0	0	0	0	0	498,901
FY 2023 Water/Wastewater Cash	0	500,000	0	0	0	0	0	500,000
FY 2024 Water/Wastewater Cash	0	0	500,000	0	0	0	0	500,000
FY 2025 Water/Wastewater Cash	0	0	0	500,000	0	0	0	500,000
FY 2026 Water/Wastewater Cash	0	0	0	0	500,000	0	0	500,000
FY 2027 Water/Wastewater Cash	0	0	0	0	0	500,000	0	500,000
Total Funding Sources	2,500,000	500,000	500,000	500,000	500,000	500,000	0	5,000,000

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

Purchasing and Contract Management

Project Summary

RFP 23-16741-TF
Pump Station 4 Valve Project

Notice was published in the Lubbock Avalanche Journal on October 16 & October 23, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 16 to November 17, 2022.
8 individuals attended the pre-proposal meeting.
44 vendors downloaded the documents using Bonfire.com.
25 vendors were notified separately.
5 vendors submitted proposals.

Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 17600, with Ti-Zak Concrete, Inc., for the 2023 Concrete Repair and Patching Project.

Item Summary

This project will provide for the repair of failed concrete curbs, ramps and valley gutters in the public road system in targeted areas. These targeted areas will then be ready for an overlay treatment the following year, the final step towards having the road system in superior condition.

In response to ITB 23-17006-KM, bids from the following vendors were received and opened on December 28, 2022.

Vendor	Amount
Lone Star Dirt and Paving, Lubbock, Texas	$2,427,500.00
Ti-Zack Concrete Inc., Le Center, Minnesota	$2,248,094.50
Blackstone Concrete Ventures, Lubbock, Texas	$2,250,000.00

Staff recommends award to the lowest bidder, Ti-Zack Concrete Inc. for the estimated amount of $2,248,094.50.

Time for completion is 120 consecutive calendar days with liquidated damages of $1,204.28 per day, for each consecutive calendar day after substantial completion set forth herein above for completion of this project.

This contract is awarded by unit price. The total amount of the award is estimated based on estimated quantities, actual expenditures may be more or less depending on actual needs the price per unit will not change, and expenditures will not exceed appropriated funds.

Fiscal Impact

This contract for $2,248,094.50 is funded in CIP 92794 - 2023 Street Maintenance.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - Ti-Zack Concrete
Contract - Ti-Zack Concrete
Bid Form - Ti-Zack Contrete
Budget Detail
CIP Detail
Project Summary Sheet - Concrete Repair

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17006 for concrete replacement as per ITB 23-17006-KM, by and between the City of Lubbock and Ti-Zack Concrete, Inc. of Le Center, Minnesota, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Public Works Contract 17006 concrete replacement
01.04.22

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12/28/2022

PROJECT NUMBER: **ITB 23-17006-KM, Concrete Replacement**

Bid of Ti-Zack Concrete, Inc. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **115 consecutive calendar days** with **final completion** of the project within **120 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,204.28,** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock
ITB 23-17006-KM
Concrete Replacement
Bid Form

#	Items	Quantity (+/-)	Unit of Measure	Ti-Zack Concrete, Inc. Le Center, MN **Location Total Cost $2,248,094.50** Unit Cost	Extended Cost
0					
#0-1	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	4500	Linear Feet (LF)	$29.21	$131,445.00
#0-2	Valley Gutter & Fillets, 8" Class B concrete (3,000 psi @ 7 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	9000	SY	$92.95	$836,550.00
#0-3	Placement of 2 sack flowable fill to 6" depth; including labor, equipment, removal and disposal of asphaltic surface, caliche base or existing sub-grade (if soft or unstable) to a depth of 8" and replace with 6" of 2 sack flowable fill.	2000	SY	$73.03	$146,060.00
#0-4	Patching 2" H.M.A.C. (Type D, with approves crushed gravel); including labor, equipment, removal and disposal of existing surface, and (if applicable) prime and tack coat.	8000	SY	$53.12	$424,960.00
#0-5	Concrete slab removal and disposal; including labor, equipment, removal and disposal of existing concrete surface.	8000	SF	$10.62	$84,960.00
#0-6	Concrete Ramp (Class A), 4" reinforced concrete and Detectable Warning Tile; including labor, equipment, sub-grade preparation, installed and complete in place.	7000	SF	$19.92	$139,440.00
#0-7	Concrete Flatwork (Class A), 4" reinforced concrete (3,000 psi @ 28 days); including labor, equipment, sub-grade preparation, complete and in place.	4500	SF	$19.92	$89,640.00
#0-8	Concrete Retaining Wall (Class A), 6" thick and varying heights; including labor, equipment, sub-grade preparation, complete and in place.	1500	LF	$13.28	$19,920.00
#0-9	Valley Gutter & Fillets, 8" Class C concrete (3,600 psi @ 28 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, saw cut joints, complete and in place.	3500	SY	$86.31	$302,085.00
#0-10	Mobilization	1	LS	$73,034.50	$73,034.50

Enclosed with this bid is a Cashier's Check or Certified Check for One Hundred Twelve Thousand, Four Hundred Four & 73/100 **Dollars ($_____) or a Bid Bond in the sum of Dollars ($** 112,404.73 **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: 12/28/2022

Jason Eager

Authorized Signature

Jason Eager

(Printed or Typed Name)

Ti-Zack Concrete, Inc.

Company

39352 221st Ave

Address

Le Center, Le Sueur

City, County

Minnesota, 56057

State Zip Code

Telephone: 507 - 357-6463

Fax: 507 - 357-6096

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

41-1961752

EMAIL: admin@tizack.com

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock
ITB 23-17006-KM
Concrete Replacement
Draft Tab

				Blackstone Concrete Ventures		Lone Star Dirt & Paving		Ti-Zack Concrete, Inc.	
			Location	Lubbock, TX		Lubbock, TX		Le Center, MN	
			Total Cost	**$2,250,000.00**		**$2,427,500.00**		**$2,248,094.50**	
#	Items	Quantity (+/-)	Unit of Measure	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
0									
#0-1	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and disposal of existing materials, sub-grade preparation,	4500	Linear Feet (LF)	$40.75	$183,375.00	$50.00	$225,000.00	$29.21	$131,445.00
#0-2	Valley Gutter & Fillets, 8" Class B concrete (3,000 psi @ 7 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	9000	SY	$110.00	$990,000.00	$95.00	$855,000.00	$92.95	$836,550.00
#0-3	Placement of 2 sack flowable fill to 6" depth; including labor, equipment, removal and disposal of asphaltic surface, caliche base or existing sub-grade (if soft or unstable) to a depth of 8" and replace with 6" of 2 sack flowable fill.	2000	SY	$62.00	$124,000.00	$80.00	$160,000.00	$73.03	$146,060.00
#0-4	Patching 2" H.M.A.C. (Type D, with approves crushed gravel); including labor, equipment, removal and disposal of existing surface, and (if applicable) prime and tack coat.	8000	SY	$26.00	$208,000.00	$50.00	$400,000.00	$53.12	$424,960.00
#0-5	Concrete slab removal and disposal; including labor, equipment, removal and disposal of existing concrete surface.	8000	SF	$3.20	$25,600.00	$20.00	$160,000.00	$10.62	$84,960.00
#0-6	Concrete Ramp (Class A), 4" reinforced concrete and Detectable Warning Tile; including labor, equipment, sub-grade preparation, installed and complete in place.	7000	SF	$15.50	$108,500.00	$11.00	$77,000.00	$19.92	$139,440.00
#0-7	Concrete Flatwork (Class A), 4" reinforced concrete (3,000 psi @ 28 days); including labor, equipment, sub-grade preparation, complete and in place.	4500	SF	$7.15	$32,175.00	$9.00	$40,500.00	$19.92	$89,640.00
#0-8	Concrete Retaining Wall (Class A), 6" thick and varying heights; including labor, equipment, sub-grade preparation, complete and in place.	1500	LF	$40.50	$60,750.00	$75.00	$112,500.00	$13.28	$19,920.00
#0-9	Valley Gutter & Fillets, 8" Class C concrete (3,600 psi @ 28 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, saw cut joints, complete and in place.	3500	SY	$107.75	$377,125.00	$95.00	$332,500.00	$86.31	$302,085.00
#0-10	Mobilization	1	LS	$140,475.00	$140,475.00	$65,000.00	$65,000.00	$73,034.50	$73,034.50

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

City of Lubbock
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92794
Capital Project Name:	Street Maintenance 2023

Encumbered/Expended	**Budget**
Bid Cost	$ 414
Agenda Item January 24, 2023	
Contract 17005, Asphalt Patching	1,452,300
Contract 17006, Concrete Patching	2,248,095
Encumbered/Expended To Date	3,700,809
Estimated Cost for Remaining Appropriation	
Street Maintenance	8,299,192
Remaining Appropriation	8,299,192
Total Appropriation	$ 12,000,000

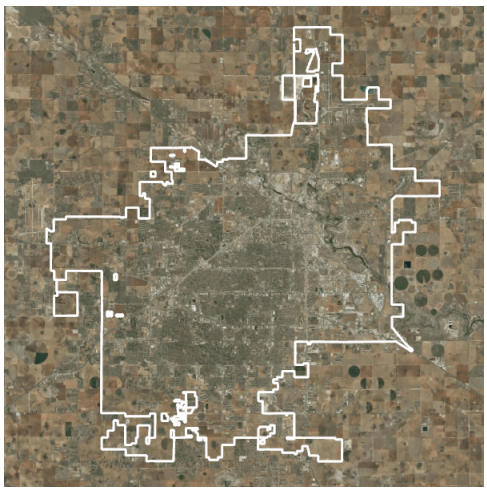
Project Name **Street Maintenance 2023** *Project Number* **92794**

Managing Department **Paved Streets**

Project Manager **Mike Gilliland**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

$12,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	0	12,000,000	13,000,000	0	0	0	0	25,000,000
Total Project Appropriation	0	12,000,000	13,000,000	0	0	0	0	25,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2023 General Fund Cash	0	12,000,000	0	0	0	0	0	12,000,000
FY 2024 General Fund Cash	0	0	13,000,000	0	0	0	0	13,000,000
Total Funding Sources	0	12,000,000	13,000,000	0	0	0	0	25,000,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
Maintenance Savings Estimated	10,000	20,000	20,000	20,000	20,000	30,000	120,000
Total Operating Budget Impact	10,000	20,000	20,000	20,000	20,000	30,000	120,000

Purchasing and Contract Management

Project Summary

ITB 23-17006-KM
Concrete Replacement

Notice was published in the Lubbock Avalanche Journal on December 7 & December 14, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from December 6 to December 28, 2022.
3 individuals attended the pre-proposal meeting.
27 vendors downloaded the documents using Bonfire.com.
15 vendors were notified separately.
3 vendors submitted bids.

AI# 11284
Regular City Council Meeting
01/24/2023:

6. 11.

Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 17005, with Lone Star Dirt and Paving, Ltd., for the 2023 Asphalt Repair and Patching Project.

Item Summary

This project will provide for the repair of failed asphalt sections of public roads in targeted areas. These targeted areas will then be ready for an overlay treatment the following year, which is the final step toward having the road system in superior condition.

In response to ITB 23-17005-KM, bids were received and opened on December 28, 2022, from the following vendors.

Vendor	Amount
Lone Star Dirt and Paving	$1,452,300
West Texas Paving	$3,050,000

Staff recommends award to the low bidder, Lone Star Dirt and Paving, in the amount of $1,452,300.

Time for completion is 120 consecutive calendar days with liquidated damages of $1,204.28 per day for each consecutive calendar day after substantial completion set forth herein above for completion of this project.

This contract is awarded by unit price. The total amount of the award is estimated based on estimated quantities, and actual expenditures may be more or less depending on actual needs. The price per unit will not change, and expenditures will not exceed appropriated funds.

Fiscal Impact

This contract for $1,452,300, is funded in CIP 92794 - 2023 Street Maintenance.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - Lone Star Dirt
Contract - Lone Start Dirt
Bid Tab - Contract 17005

Budget Detail
CIP Detail
17005 - Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17005 for asphalt patching as per ITB 23-17005-KM, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Public Works Contract 17005 Asphalt Patching
01.04.22

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12/28/22

PROJECT NUMBER: **ITB 23-17005-KM, Asphalt Patching**

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **115 consecutive calendar days** with **final completion** of the project within **120 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock
ITB 23-17005-KM
Asphalt Patching
Bid Form

#	Items	Quantity (+/-)	Unit of Measure	**Lone Star Dirt & Paving** Lubbock, TX **$1,452,300.00** Unit Cost	Extended Cost
			Location Total Cost		
0					
#0-1	Patching with Black Base, 3" depth (milling to a depth of 5", with replacement of 3" Black Base and 2" Type D Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 5" and replacing with 3" of Black Base and 2" Type D Hot Mix. (All Millings will go to the City of Lubbock.)	5000	SY	$67.10	$335,500.00
#0-2	Patching with Black Base, 6" depth (milling to a depth of 8", with replacement of 6" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 8" and replacing with 6" of Black Base and 2" Type C Hot Mix.	3000	SY	$84.70	$254,100.00
#0-3	Patching with Black Base, 9" depth (milling to a depth of 11", with replacement of 9" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 11" and replacing with 9" of Black Base and 2" Type C Hot Mix	1500	SY	$150.70	$226,050.00
#0-4	Patching with 2 sack flowable fill, 6"depth, (milling to a depth of 8 ",with replacement of 6" 2 sack flowable fill and 2" Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grad (if soft or unstable) to a depth of 8" and replacing with 6" of 2 sack flowable fill and 2" Type D or C Hot Mix.	100	SY	$330.00	$33,000.00
#0-5	Patching with Hot Mix, 2" depth, (milling to a depth of 2" with Replacement of 2" Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth 0f 2" and replacing with 2" of Type D or C Hot Mix. (All Millings will go to the City of Lubbock.)	11500	SY	$45.10	$518,650.00
#0-6	Mobilization.	1	LS	$85,000.00	$85,000.00

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: 12-28-22

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Paving Ltd
Company

11820 Univ
Address Lub Lub

City, Tx County, 79423
State Zip Code

Telephone: 806 - 745 6011
Fax: 806 - 745 4074

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 13091

EMAIL: lonestarsteve@nts-online.net

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock
ITB 23-17005-KM
Asphalt Patching
Draft Tab

				Lone Star Dirt & Paving		West Texas Paving, Inc.	
			Location	Lubbock, TX		Wolfforth, TX	
			Total Cost	**$ 1,452,300.0**		**$ 3,050,000.0**	
#	Items	Quantity (+/-)	Unit of Measure	Unit Cost	Extended Cost	Unit Cost	Extended Cost
0							
#0-1	Patching with Black Base, 3” depth (milling to a depth of 5”, with replacement of 3” Black Base and 2” Type D Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 5” and replacing with 3” of Black Base and 2” Type D Hot Mix. (All Millings will go to the City of Lubbock.)	5000	SY	$67.10	$335,500.00	$100.00	$500,000.00
#0-2	Patching with Black Base, 6” depth (milling to a depth of 8”, with replacement of 6” Black Base and 2” Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 8” and replacing with 6” of Black Base and 2” Type C Hot Mix.	3000	SY	$84.70	$254,100.00	$220.00	$660,000.00
#0-3	Patching with Black Base, 9” depth (milling to a depth of 11”, with replacement of 9” Black Base and 2” Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 11” and replacing with 9” of Black Base and 2” Type C Hot Mix	1500	SY	$150.70	$226,050.00	$300.00	$450,000.00
#0-4	Patching with 2 sack flowable fill, 6”depth, (milling to a depth of 8 ”,with replacement of 6” 2 sack flowable fill and 2” Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grad (if soft or unstable) to a depth of 8” and replacing with 6” of 2 sack flowable fill and 2” Type D or C Hot Mix.	100	SY	$330.00	$33,000.00	$200.00	$20,000.00
#0-5	Patching with Hot Mix, 2” depth, (milling to a depth of 2” with Replacement of 2” Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth 0f 2” and replacing with 2” of Type D or C Hot Mix. (All Millings will go to the City of Lubbock.)	11500	SY	$45.10	$518,650.00	$80.00	$920,000.00
#0-6	Mobilization.	1	LS	$85,000.00	$85,000.00	$500,000.00	$500,000.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

City of Lubbock
Capital Project
Project Cost Detail
January 24, 2023

Capital Project Number:	92794
Capital Project Name:	Street Maintenance 2023

Encumbered/Expended	**Budget**
Bid Cost	$ 414
Agenda Item January 24, 2023	
Contract 17005, Asphalt Patching	1,452,300
Contract 17006, Concrete Patching	2,248,095
Encumbered/Expended To Date	3,700,809
Estimated Cost for Remaining Appropriation	
Street Maintenance	8,299,192
Remaining Appropriation	8,299,192
Total Appropriation	$ 12,000,000

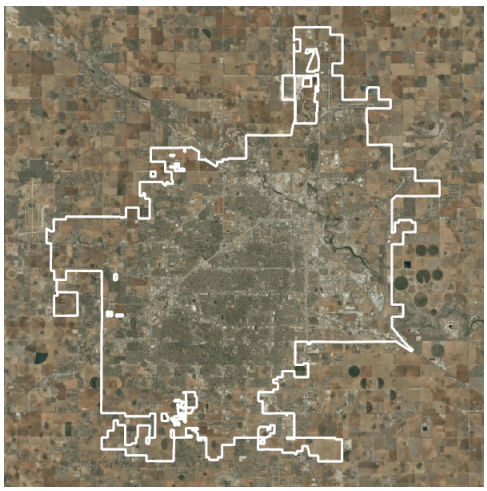
Project Name **Street Maintenance 2023** *Project Number* **92794**

Managing Department **Paved Streets**

Project Manager **Mike Gilliland**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

$12,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	0	12,000,000	13,000,000	0	0	0	0	25,000,000
Total Project Appropriation	0	12,000,000	13,000,000	0	0	0	0	25,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2023 General Fund Cash	0	12,000,000	0	0	0	0	0	12,000,000
FY 2024 General Fund Cash	0	0	13,000,000	0	0	0	0	13,000,000
Total Funding Sources	0	12,000,000	13,000,000	0	0	0	0	25,000,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
Maintenance Savings Estimated	10,000	20,000	20,000	20,000	20,000	30,000	120,000
Total Operating Budget Impact	10,000	20,000	20,000	20,000	20,000	30,000	120,000

Purchasing and Contract Management

Project Summary

ITB 23-17005-KM
Asphalt Patching

Notice was published in the Lubbock Avalanche Journal on December 7 & December 14, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from December 6 to December 28, 2022.
3 individuals attended the pre-proposal meeting.
27 vendors downloaded the documents using Bonfire.com.
14 vendors were notified separately.
2 vendors submitted bids.

AI# 11272
Regular City Council Meeting 6. 12.
01/24/2023:

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the City of Lubbock Solid Waste Services Department to apply for grant funding from the United States Environmental Protection Agency, to Support Recycling Infrastructure.

Item Summary

The US Environmental Protection Agency has released grant funding for Solid Waste Infrastructure for Recycling Grants for Political Subdivisions (SWIFR). The Solid Waste Department is submitting a grant application to support the design, construction, and implementation of infrastructure to support recycling in the City of Lubbock and the surrounding region. The City is eligible to apply for up to $4 million. If received, this grant would support significant improvements to facilities available to the City of Lubbock for recycling residential and commercial waste materials.

Fiscal Impact

If the City of Lubbock is approved, the grant will provide the City of Lubbock with $4,000,000 to design, construct, or operate recycling infrastructure for the residents and businesses of Lubbock and the surrounding region.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution

RESOLUTION

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

THAT the City of Lubbock, a home rule municipal corporation, acting through its City Council hereby authorizes the City of Lubbock Solid Waste Services Department to request grant funding under the United States Environmental Protection Agency (EPA) Request for Applications for Solid Waste Infrastructure For Recycling (SWIFR) Grant Program for Political Subdivisions of States and Territories; and

THAT if the project is funded, the City of Lubbock, acting by and through the City of Lubbock Solid Waste Services Department, will comply with the grant requirements of the EPA and SWIFR Grant Program for Political Subdivisions of States and Territories; and

THAT the grant funds will be used only for the purposes for which they are intended under the grant; and

THAT activities will comply with and support the design, construction and implementation of infrastructure to support recycling in the City of Lubbock and the surrounding region; and

THAT the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with the EPA and SWIFR Grant Program for Political Subdivisions of States and Territories and the authority to act on behalf of the City of Lubbock in all matters related to the grant application and any subsequent grant contract and grant project that may result; to the City Manager of the City of Lubbock, or his designee.

Passed by the City Council on _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES.Solid Waste EPA Grant Applications
1.10.23

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 16883, with Raider Fire Extinguisher, for fire extinguisher inspection and maintenance services in City of Lubbock facilities.

Item Summary

This contract is for the following fire extinguisher services:

- annual inspections;
- recharging and 6-year maintenance for 5, 10, and 20-lb dry chemical extinguishers;
- recharging for 5, 10, 15, and 20-lb CO2 extinguishers; and
- hydrostatic testing of dry chemical and high pressure cylinders.

In response to ITB 23-16883-DH, a sole bid was received and opened on November 29, 2022.

Contractor	Location	Amount
Raider Fire Extinguisher	Lubbock, Texas	$26,620.50

Staff recommends contract award to the sole bidder, Raider Fire Extinguisher of Lubbock, Texas for $26,620.50.

The contract term is one year, with the option of 4 one-year extensions, with the term beginning upon formal approval.

All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. 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.

Fiscal Impact

The cost for services will be paid from various department accounts.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Darren Densford, Interim Director of Facilities

Attachments

Resolution - Contract 16883
Contract 16883 - Raider Fire Extinguisher
Project Summary 16883

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16883 for fire extinguisher services and maintenance as per ITB 23-16883-DH, by and between the City of Lubbock and Raider Fire Extinguisher Service, LLC of Lubbock, TX and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16883 Fire Extinguisher Service
01.06.22

Request for Resolution

☐	Purchase Order Contract
☐	Public Works Contract
☐	Professional Service Agreement
☑	Service Contract

RFP/ITB /RFQ No.	ITB 23-16883-DH
Title:	Fire Extinguisher Services and Maintenance
Contract No.	16883
Purchasing Co-op Contract No.	
Vendor Name	Raider Fire Extinguisher Service, LLC
City & State	Lubbock, TX

Resolution Signatures

☑	Kelli Leisure	☐	Brooke Witcher, Assistant City Manager
☐	Ryan Brooke	☐	Bill Howerton, Deputy City Manager
☐	John Grace	☐	Jesica McEachern, Assistant City Manager
☐	Mitch Satterwhite, First Assistant City Attorney	☐	Floyd Mitchell, Chief of Police
☐	Amy Sims, Deputy City Attorney	☑	Erik Rejino, Assistant City Manager
☐	Jeff Hartsell, Deputy City Attorney	☐	D. Blu Kostelich, Chief Financial Officer

For Purchasing & Contract Department Use

Reviewed by:

M. Alvarez: _____ T. Flores: _____ K. Morgan: _____

Please Return to Marta, Teo or Kiara _____

City of Lubbock
Contract for
ITB 23-16883-DH
Fire Extinguisher Service and Maintenance

THIS CONTRACT made and entered into this ___ day of **_____, 2023**, by and between the City of Lubbock ("City"), and **Raider Fire Extinguisher Service, LLC** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Fire Extinguisher Service and Maintenance** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Fire Extinguisher Service and Maintenance**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Fire Extinguisher Service and Maintenance**, and more specifically referred to as **Items 1-1 through 2-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. 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.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. 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.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. 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.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. 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.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign

terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. 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.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

    Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-16883-DH, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Darren Densford, Interim Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Mandy Teter

Print Name

PO Box 98191

Address

Lubbock, TX 79499

City, State, Zip Code

City of Lubbock, TX
ITB 23-16883-DH
Fire Extinguisher Service and Maintenance

Specifications

I. Scope of Work

1.1. The intent of this Invitation to Bid (ITB) is to establish a Fire Extinguisher Services and Maintenance contract with one or multiple contractors that will inspect, test, and provide materials, tools, equipment, and supervision for the maintenance and repair and installation of fire extinguishers. Contractor will also furnish new fire extinguishers as approved, which shall be required during the period of time covered by this bid, for various locations of City Departments, vehicles, and equipment. The quantities shown are approximate and are for the purpose of bid evaluation. The City reserves the right to order such services as may be required during the said period.

1.2. The vendor will be responsible for scheduling on-site visits with the city department five days prior to bid closing.

1.3. The vendor shall notify the Facilities Maintenance Supervisor when any unit has been used and/or needs total replacement. Vendor shall not perform maintenance on any portable fire extinguisher if the cost of such repairs will exceed 50 percent of the current manufacturer's list price for the same type of unit with identical capacity. The point of contact for each building, as determined by the Facilities Maintenance Supervisor shall be contacted prior to visit to the site. Installing new extinguishers must have approval from Facilities Maintenance Supervisor. Facilities Maintenance Supervisor will contact using department before authorizing any purchase.

1.4. Vendor shall furnish all repair and replacement parts including but not limited to lock pins, nozzles, valves, seals, O-rings, nitrogen cylinders, extinguishing agents, hoses, and adapters. Those parts furnished shall be matched to the manufacturer's published requirements. Instruction labels are to be replaced as needed during inspection. Also, a loaner extinguisher shall be placed at any site where a current unit is removed for offsite repair or servicing.

II. Specifications

2.1 Maintenance and Certification

Fire extinguishers are subject to maintenance by a licensed portable fire extinguisher technician at least once a year. The maintenance procedure must include a thorough inspection of mechanical parts, extinguishing agent, and expelling means. The complete inspection ensures:

a. The extinguisher is located in its designated place.
b. There are no obstructions to access or visibility.
c. Operating instructions on the nameplate are legible and facing outward.
d. Safety seals and tamper indicators are not broken or missing.
e. Extinguisher is at its proper gross weight as specified on the nameplate.
f. There exists no obvious physical damage, corrosion, leakage, or clogging.
g. Pressure gauge reading is in the operable range.
h. Required labeling is in place.

Upon completion of the above steps, a certification tag is attached to the fire extinguisher and the tamper seal is replaced (color matched to the certification tag). Set forth by NFPA10 (Fire Extinguisher Standards) and Manufactures specifications and the Texas Department of Insurance rules referenced in http://www.tdi.state.tx.us/fire/documents/fmextingstat.pdf.

2.2 Recharge

In the recharge process, the extinguisher is emptied of all its contents and essential mechanical parts are dismantled, inspected and cleaned. Any defective or worn parts are replaced, the cylinder is filled with the proper amount of extinguishing agent, and the fire extinguisher is reassembled with verification of service collar in place and pressurized. A leak test is performed to assure proper containment of pressure and contents.

Following the recharge process, the extinguisher is inspected according to the procedures outlined under "Maintenance and Certification".

2.3 Six Year Maintenance

Every six years, whether the fire extinguisher is used or not, all stored-pressure types that require a six year hydrostatic test must be emptied and are subject to recharge according to procedures outlined under "Recharge" and a thorough internal and external inspection. Upon completion, a Six Year Maintenance label is affixed to the side or rear of the extinguisher cylinder, indicating the month and year service was performed per NFPA10 (Fire Extinguisher Standards).

2.4 Hydrostatic Testing

Stored-pressure fire extinguishers are required to be hydrostatically tested in order to assess the ability of a stored- pressure fire extinguisher to safely hold contents under pressure. Hydrostatic testing must be performed according to intervals and procedures specified by the NFPA 10.

Hydrostatic testing must include internal and external visual examination of the cylinder. If the cylinder shows evidence of dents, mechanical injury, or corrosion, it is to be condemned.

If an extinguisher passes hydrostatic testing, it will be recharged according to procedures outlined under "Recharge" and labeled according to NFPA 10.

The City of Lubbock reserves the right to replace extinguishers that are out of hydrostatic compliance if it is more economical to do so.

2.5 Service Call

The service call is the one-time trip charge per facility to be included in the cost of the inspections and / or maintenance performed on all of the extinguishers for the facility and/or vehicles. Any extinguishers missed during the annual inspection by the vendor will not be subject to a trip charge if called back to perform an inspection on that extinguisher. The service company will schedule each facility with the Facilities Maintenance staff so that a staff member will be present during the inspection. The service call will apply to calls for new fire extinguishers or to recharge extinguishers that have gone defective after the inspection is performed.

The vendor shall maintain the following information on each fire extinguisher for the City of Lubbock:

a. Exact location of each item tested, including system address or zone location.
b. Test results.
c. Any discrepancies found shall be noted individually and on a separate summary page.
d. Inspection documentation shall be provided to City of Lubbock personnel and copies shall be archived by vendor.

2.6 New Fire Extinguishers

2.6.1 Pricing: Per unit pricing on new and/or replacement fire extinguisher shall include any freight or delivery charges F.O.B. destination to any City Department location.

2.6.2 All extinguishers quoted must have steel shells, metal valves and discharge levers.

2.6.3 All quantities are approximate, estimated annual quantities only, and not a commitment to purchase. All orders will be placed on an "as needed basis only".

III. VENDOR QUALIFICATIONS

3.1 The required annual maintenance of portable fire extinguishers must be performed by a trained extinguisher service technician, licensed by the State Fire Marshal's Office.

3.2 The service technician must have the appropriate servicing manual(s), the proper type of tools, recharge materials, lubricants and manufacturers recommended replacement parts. All work performed must comply with NFPA10 (Fire Extinguisher Standards), and local City codes.

3.3 The vendor shall ensure that each portable fire extinguisher is fully inspected, tested, recharged and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.

3.4 All known deficiencies affecting extinguishing efficiency at any location shall be identified and reported in writing to the City representative, upon completion of inspection at each location. Vendor list shall include the type, capacity and location of the deficient units.

3.5 The vendor shall have a current certificate of registration with the State Fire Marshall. The vendor's technicians assigned to this service shall be licensed by the State Fire Marshall to work on portable fire extinguishers. A copy of the license shall be provided for the City of Lubbock Facilities Department.

3.6 The vendor shall provide a continuous on-site work force during regular working hours, until completion of scheduled annual maintenance and inspection of all portable fire extinguishers has been completed at the locations listed on Attachment A. The vendor shall make every effort to prevent interference with the daily activities of the building occupants during the service. For the purpose of this bid, regular working days are defined as between 8:00 a.m. and 5:00 p.m., Monday through Friday except on City's observed holidays see "Exhibit B".

VI. LOCATION

4.1. Portable fire extinguishers locations are shown on "Exhibit A". The City of Lubbock reserves the right to add or delete locations.

V. PRICING

5.1 Prices shall include travel required to and from respective building sites with the exception of locations outside City of Lubbock limits. Vendor's pricing, per unit, shall include service call charge, all of the vendor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of inspection, maintenance, repairs, recharging, parts and replacements will be paid under this contract.

5.2 Replacement or new extinguishers are to be priced at catalog list price less discount. Catalog to be included with bid and at each contract renewal.

VI. SCHEDULING

6.1 Inspections shall be performed at a date and time consistent with pre-established preventive maintenance schedules established. Each site inspection shall be scheduled with a City representative, at least three working days in advance of the inspection date. Inspections, pick-ups, and returns of all units shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on City observed holidays, see "Exhibit B".

6.2 During the inspections, or as-needed, the vendor shall pick up and transport any portable fire extinguisher found that requires repair and/or recharging within 24 hours of identification. Unit shall be transported to the vendor's location, serviced, and returned to the original location within 48 hours of notification. Before transporting any unit, the vendor shall immediately replace the unit with an identical type unit of equal or greater capacity.

VII. MATERIAL WARRANTY

7.1 Parts furnished under the contract are to be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for vendor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by City of Lubbock. Vendor shall provide the authorized City representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

VIII. PERFORMANCE WARRANTY

8.1 Work performed under the contract shall meet all applicable requirements of the latest revision of ANSI/UL77, SNSI/UL 299, and NFPA 10-2010. The vendor shall guarantee all work included in the purchase order against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by City of Lubbock.

IX. SERVICE COMPLETION CONFIRMATION

9.1 The vendor shall provide written confirmation to the city within 48 hours of completion of this service that all portable fire extinguishers at each location have been identified, tested per the requirements stated in this specification, and an appropriate status tag attached to each unit.

X. BUILDING RESTRICTIONS

10.1 PARKING: The vendor shall make arrangements with the City representative to off-load tools and equipment at the job site.

10.2 RESTROOMS: Restrooms shall not be used for the washing of tools and equipment.

10.3 SECURITY: The vendor shall be responsible for providing and updating a list of the vendor's employees working at any of the locations. Vendor shall comply with all security measures required by City. All facets of building security will be discussed with all bidders during the pre-bid conference and with the awarded vendor at a post- award meeting.

XI. OPTIONAL TRAVEL CHARGE

11.1 Using departments located outside City of Lubbock limits have the option to:

11.1.1 Approve travel charges for services and maintenance by the vendor to departments located outside City limits prior to services being rendered, or

11.1.2 Using departments can collect all units to be serviced and exchanged for loaner units. The department will deliver these units to the vendor for service and loaner units. Once service is complete, the department will be responsible for retrieving the serviced units and for returning the loaner units. There will not be a travel charge assessed with this option.

"EXHIBIT A"

Citizen's Tower
1314 Ave. K
Departments
11th Floor
City Council / City Manager

10th Floor
City Secretary / City Attorney

9th Floor
Purchasing / Internal Audit / Budget / Finance

8th Floor
GIS & DATA / 311 Call Center

7th Floor
Engineering

6th Floor
HR / Traffic Operations / Public Works

5th Floor
LP&L

4th Floor
Facilities Management / Code Administration

3rd Floor
Parks & Recreation / Risk Management

2nd Floor
Accounting

Annex
Communications / Marketing
Building Safety / Codes / Customer Service
Vital Statistics

B-1
Print Shop
B-2
Information Technology

Fire Administration / EOC
1515 East Ursuline Ave

UCSC /LP&L
1401 Ave K

Fire Stations:
Station 1, 1906 Texas Ave.
Station 3, 6420 25th Street
Station 4, 2504 Cornell
Station 5, 1101 Zenith
Station 6, 3320 35th Street
Station 7, 202 Slide Road
Station 8, 2120 50th Street
Station 9, 4814 50th Street
Station 10, 4810 MLK
Station 11, E. Airport Drive
Station 12, 5202 79th Street
Station 13, 540 N. Fulton
Station 14, 2402 96th Street
Station 15, 8002 Venita
Station 17, 3241 63rd Street
Station 18, 6621 Oakridge
Station 19, 5826 98th Street
Station 20, 3210 142nd Street

Municipal Square
916 Texas
Departments
Police Administration
Police Records
Police Communications

Police Academy
508 Davis Drive, Reese Center

Police Property Room
820 Texas Ave.

Solid Waste Department Offices
208 Municipal Drive

West Tx. Regional Disposal Facility, Abernathy
17304 North FM 2528,

Lubbock Landfill
8425 N. Ave P

Land Application Site
4602 East 19th Street
Waste Water
3603 Guava Ave

Water Treatment
6001 N. Guava

Animal Shelter
3323 SE Loop 289

Parks & Recreation
1611 10th Street

Community / Senior Centers
Hodges
4011 University
Burgess Tennis Center
3030 66th Street

Maxey
30th and Oxford

Copper Rawlings
40th and Ave B / 213 40th

Mae Simmons
23rd and Oak / 2004 Oak

Trejo Supercenter
3200 Amherst

19th Street Senior Center
2001 19th

Health Department / CD
2010 50th Street

Water Utilities / LP&L
406 Municipal Drive

LP&L GIS,
404 Municipal Drive

Streets/Water
406 Municipal Drive

Radio Shop
530 36th Street/Suite 200

Traffic Maintenance
202 Municipal Drive

Central Warehouse
306 Municipal Drive

Cemetery
2011 East 31st Street

Buddy Holly Center
1801 Crickets Ave

Lubbock Preston Smith
International Airport
5401 N. Martin Luther King Blvd.

Health Department
806 18th Street

South Water Treatment Plant
5114 FM 1585

Libraries
Mahon Library – 1306 9th St
Godeke Library – 5034 Frankford
Groves Library – 5520 19th St
Patterson Library – 1836 Parkway

Garden & Arts Center
4215 University

Burgess-Rushing Tennis Center
3030 66TH St

Safety City
46th & Ave U / Clapp Park

Swimming Pools
Clapp – 46th & Ave U
Mae Simmons – E. 24th & MLK
Maxey – 4007 30th St
Montelongo – 3200 Bates St

Vector Control
102 Municipal Drive

Municipal Courts
1214 14th Street

Civic Center
1501 Mac Davis Lane

Silent Wings Museum
6202 N I-27

Water Resources
1302 Mac Davis Lane

Party House Rentals
Clapp – 46th & Ave U
Stubb – 36th & Ave N

Police Crime Lab / Property Room
401 N. Ash Ave.

Police Division Stations
1801 E 19th Street
5910 Erskine Street
14005 Indiana Ave.

“EXHIBIT B”

City of Lubbock Holidays

New Year’s Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Day

Christmas Eve

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 23-16883-DH
Fire Extinguisher Service and Maintenance
Bid Form

					Raider Fire Extinguisher Service, LLC
				Location	Lubbock, TX
				Total Cost	$26,620.50
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1	DESCRIPTION SERVICES AND REPAIRS				
#1-1	Annual Inspection and Services for Dry Chemical and C02 Portable Extinguishers as specified	528	EA	$6.00	$3,168.00
#1-2	Recharging and 6-year Maintenance for 5 lb Dry Chemical Extinguishers as specified herein.	100	Lbs	$26.95	$2,695.00
#1-3	Recharging and 6-year Maintenance for 10 lb Dry Chemical Extinguishers as specified herein.	100	Lbs	$36.95	$3,695.00
#1-4	Recharging and 6-year Maintenance for 20 lb Dry Chemical Extinguishers as specified herein.	50	Lbs	$49.95	$2,497.50
#1-5	Recharging for 5lb C02 Extinguisher as specified herein.	50	Lbs	$45.00	$2,250.00
#1-6	Recharging for 10lb C02 Extinguisher as specified herein.	50	Lbs	$55.00	$2,750.00
#1-7	Recharging for 15lb C02 Extinguisher as specified herein.	50	Lbs	$65.00	$3,250.00
#1-8	Recharging for 20lb C02 Extinguisher as specified herein.	25	Lbs	$75.00	$1,875.00
#1-9	Hydrostatic Testing - Dry Chemicals as specified herein.	100	Cylinder	$18.95	$1,895.00
#1-10	Hydrostatic Testing - High Pressure as specified herein.	50	Cylinder	$49.95	$2,497.50
2	Travel Charge- Optional (1)				
#2-1	Travel Charge Per Location, as specified herein.	1	Per Location	$37.50	$37.50

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Raider Fire Extinguisher Service a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Tax ID No.: 320529459 49

Address: Po Box 98191

City: Lubbock State: TX Zip: 79499

M/WBE Firm:						
	X	Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 11.29.22
Authorized Representative - must sign by hand

Officer Name and Title: Mandy Jeter – Office Manager

Business Telephone Number (806) 543-4917 FAX: _____

E-mail Address: raiderfireext@gmail.com

Purchasing and Contract Management

Project Summary

ITB 23-16883-DH
Fire Extinguisher Services and Maintenance

Notice was published in the Lubbock Avalanche Journal on October 30 & November 6, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from October 28 to November 29, 2022.
17 vendors downloaded the documents using Bonfire.com.
6 vendors were notified separately.
1 vendor submitted a bid.

AI# 11279
Regular City Council Meeting
01/24/2023:

6. 14.

Information

Agenda Item

Ordinance 2nd Reading - Public Health Services: Consider Ordinance No. 2023-O0002, amending Section 2.03.301-2.03.309 of the City of Lubbock Code of Ordinances, to include Lubbock County representatives appointed by the Lubbock County Commissioners and the Lubbock County Judge.

Item Summary

On December 13, 2022, the City Council approved the first reading of the ordinance.

This ordinance amending Article 2.03, Division 9 of the Code of Ordinances of the City of Lubbock, regarding the structure of the Board of Health, is in the best interest of the health, safety, and welfare, of the citizens of the City of Lubbock.

Upon approval of this ordinance, the Board of Health will consist of 6 members appointed by the governing body of the City of Lubbock, each of whom will be a resident citizen of the City of Lubbock. Lubbock County will also appoint 3 members, each of whom will be a resident of Lubbock County.

The members of the Board will hold office for terms of 3 years, except members appointed to fill an unexpired term. These members will hold office for the remainder of the unexpired term. Terms will be staggered such that 3 terms expire each year. The 2 City of Lubbock appointees and 1 Lubbock County appointee will expire annually.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2.03, DIVISION 9 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE CITY OF LUBBOCK BOARD OF HEALTH; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Article 2.03, Division 9 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

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

SECTION 1. THAT Sections 2.03.301 through 2.03.340 of the Code of Ordinances of the City of Lubbock, Texas are hereby amended to read as follows:

Division 9. Board of Health

Sec. 2.03.301 Definitions
For the purposes of this division:

Board shall mean the City of Lubbock Board of Health.

Director shall mean the Director of Public Health for the City of Lubbock.

Sec. 2.03.302 Created; official designation
There is hereby created and established a city board of health, such board to be officially designated as the "City of Lubbock Board of Health."

Sec. 2.03.303 Composition; appointment and terms of members
The Board shall consist of six (6) members appointed by the governing body of the City of Lubbock, each of whom shall be a resident citizen of the City of Lubbock, and three (3) members appointed by the governing body of Lubbock County, each of whom shall be a resident citizen of Lubbock County. The members of the Board shall hold office for terms of three (3) years, except members appointed to fill an unexpired term shall hold office for the remainder of the unexpired term. Terms shall be staggered such that three (3) terms expire each year: two (2) City of Lubbock appointed terms and one (1) Lubbock County appointed term.

Sec. 2.03.304 Ex-officio members
The Director shall be an ex-officio member of the Board, without voting privileges, and shall act in an advisory capacity to the Board.

Sec. 2.03.305 Chairman; secretary; record of proceedings
The Board shall appoint one of its members as chairman and one of its members as secretary. It shall be the duty of the chairman to preside at all meetings of the Board, and the secretary shall keep a record of all the proceedings of the Board, which record shall, upon the request of the city council, be delivered to it for its inspection and review.

Sec. 2.03.306 Powers and duties
The Board shall constitute an advisory board to the city council, the health authorities of the City of Lubbock and Lubbock County, the Director, and members of the Lubbock County Health District. The Board shall have the power to hold hearings in the City of Lubbock or Lubbock County and to consider and make recommendations to the city council, the health authorities of the City of Lubbock and Lubbock County, the Director, and members of the Lubbock County Health District in writing, from time to time, on any and all matters pertaining to the public health of Lubbock County.

Sec. 2.03.307 Meetings
The Board shall hold regular monthly meetings at a place and time to be determined by the Board. The Board shall comply with the requirements of the Texas Public Information Act and the Texas Open Meetings Act. The City Secretary of the City of Lubbock will maintain all Board documents.

Sec. 2.03.308 Quorum; voting
Any and all recommendations made by the Board shall be by the concurring vote of five (5) members of the Board; provided, however, that this provision shall not exclude a minority recommendation which is hereby authorized to be made in writing by less than a majority of the members of the Board. The majority of the total members of the Board shall constitute a quorum for the transaction of all matters to be considered by it.

Secs. 2.03.309–2.03.340 Reserved

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 4. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Ord.Board of Health 2.03.301
12.29.22

AI# 11300
Regular City Council Meeting 6. 15.
01/24/2023:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract 16909, with Unite USA, Inc., for a technology platform to assist the Lubbock Health Department in screening clients for Social Determinants of Health.

Item Summary

This contract is for a new technology platform to continue the work of the LBK Community network. The network is a collaborative alliance of over 30 community-based organizations in Lubbock who are committed to working together to improve the lives and well-being of the community members they serve.

The goals of the network are to:

- Increase collaboration
- Improve health outcomes
- Streamline processes
- Increase data collection for grant reporting and funding

RFP 23-16909-YB was issued for services for a technology platform to assist the Lubbock Health Department in screening clients for Social Determinants of Health as well as referring at-risk clients to appropriate social services.

The following Contractors submitted proposals which were received and opened on November 22, 2022.

Contractor	Location
Unite USA, Inc.	New York, New York
Aunt Bertha, a Public Benefit Corporation dba findhelp	Austin, Texas

Staff and an Evaluation Committee used the following criteria to score the proposals: 40 Points for Price, 30 Points for Experience, and 30 Points for Contractor Qualifications. The maximum point value is 100 points.

Contractor	Score
Unite USA, Inc., New York, New York	77.67
Aunt Bertha, a Public Benefit Corporation dba findhelp, Austin, Texas	69.00

Staff and the Evaluating Committee recommend award of the contract to Unite USA, Inc., of New York, New York, for $137,500.

The contract term will be 1 year, with the option of 4 one-year extensions, with the term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

The contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

Fiscal Impact

The cost in Year 1 of this contract is $197,500. In Years 2, 3, 4, and 5, the annual cost will be $137,500 and will be funded by the COVID-19 Health Disparities Grant.

Staff/Board Recommending

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

Attachments

Resolution - Unite USA, Inc.
Contract - Unite USA, Inc.
Award Recommendation Memo
Project Summary - Consulting Services

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16909, as per RFP 23-16909-YB, for Consulting Services for Social Determinants of Health, by and between the City of Lubbock and Unite USA, Inc. of New York, New York, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

RES.Contract No. 16909, Unite USA, Inc.
1.18.23

Contract 16909

City of Lubbock
Consulting Services for Social Determinants of Health
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____**2023** ("Effective Date") by and between Unite USA, Inc. **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 23-16909-YB, **Consulting Services for Social Determinants of Health** and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide **Consulting Services for Social Determinants of Health**, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives ninety (90) day written notice to terminate the Contract.

1.2 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.

1.3 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.

1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the

aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting

information related to the contract as provided by the records retention requirements applicable to the governmental body.

2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells, Director of Public Health

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: _____

Authorized Representative

Daniel Brillman

Print Name

217 Broadway FL 8

Address

New York NY 10007

City, State, Zip Code

City of Lubbock, TX
RFP 23-16909-YB
Consulting Services for Social Determinants of Health

GENERAL REQUIREMENTS

1. BACKGROUND

The social determinants of health (SDoH), as defined by the Centers for Disease Control (CDC), "are the conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life-risks and outcomes." The CDC and Healthy People 2030 classify the social determinants of health into 5 domains: Economic Stability, Education Access and Quality, Health Care Access and Quality, Neighborhood and Built Environment, and Social and Community Context. These domains include items such as racism and discrimination, access to nutritious foods, availability of physical activity, literacy, and access to transportation. Aside from having a large impact on people's health and well-being, they contribute to health disparities and inequalities, and can account for 80% of a person's health. The impact of SDoH on health care utilization, cost and outcomes is well documented.

As the public health environment evolves, addressing SDoH, or the nonmedical drivers that impact a person's health, will continue to drive a host of evolving policies, initiatives, practices and partnerships. As healthcare transitions from volume to value-based care, health departments need to demonstrate the high quality of public healthcare, facilitate improved outcomes for high-risk and vulnerable populations, and effectively shift to whole-person care. In order to do so, health departments will need to develop the tools necessary for leveraging social determinant data and addressing them with their patient populations.

To date, LBK Community has served over 400 individuals across Lubbock, Texas since June 2020. LBK Community serves medically and socially underserved areas and populations; approximately 446 referrals have been made with 70% of said referrals closed or completed. Moreover, 771 needs have been identified with 64% of those needs addressed. The Lubbock Health Department is committed to providing programs and services that will strengthen and improve health outcomes across the city.

This RFP seeks services to assist the Lubbock Health Department in screening clients for Social Determinants of Health as well as referring at-risk clients to appropriate social services. To be effective, the Lubbock Health Department is looking for a vendor to provide a resource platform with multiple functionalities. The desired system would have:

- Social need screening and referral capabilities.
- Referral tracking capabilities.
- A platform that may be utilized directly by a provider, client and community partner.
- Platform with flexible architecture to allows for the integration of multiple interfaces and technology systems.
- A commitment to development of CBO partnerships in Lubbock.
- A quality assurance/CBO verification process.

- Support for bidirectional Electronic Health Record (EHR) integration and Application Programming Interface (API) development.
- Portals and/or Dashboard reports related to resource need, utilization, referral loop closure, patient type, and related health outcomes.
- Health Information Portability and Accountability Act (HIIP AA) compliant systems that meet all Federal and State Privacy and security and data protection requirements.

2. SCOPE OF WORK

The selected vendor will provide Social Determinant of Health Collection and Referral services to LBK Community. The selected vendor will have a robust network of participating Community Based Organizations within a centralized database to help identify and meet the social needs of LBK Community clients. The platform should allow LBK partners to directly screen clients, as well as provide clients the ability to initiate the screening and referral process. As the Lubbock Health Department has long-standing community relationships, the selected vendor will work with users to update their centralized database to include preferred community partners, as well as update the active status of partners based on response rates. Data will be provided to the LBK Community partners related to commonly screened social needs, referral tracking and associated health outcomes.

Selected vendor (s) may offer additional services for individual LBK partner CBO's. These other services can include but are not limited to populations health management, data analysis and data visualization services.

UNITE US PLATFORM – ORDER FORM

General Terms

Overview. Unite Us has developed proprietary software to coordinate electronic referrals and case management tasks between health and social service organizations on a common platform (the "Unite Us Platform"). Subject to Customer's payment of the fees set forth below, Unite Us shall provide Customer end-user licenses to use the Unite Us Platform within Lubbock County, Texas (the "Territory") during the Term (as defined in Section 1.1 above) and manage the coordinated care network.

Implementation. Unite Us will work with Customer to understand Customer priorities for the coordinated care network within the Territory and develop a project plan that determines the optimal launch dates for Customer and CBOs within the Territory (such plan, the "Project Plan"). For purposes of this Agreement, "CBO" means any nonprofit social service organization (other than health systems, health plans and government agencies) primarily providing services that are not clinical in nature. On a mutually agreed launch date set forth in the Project Plan, Customer and CBO license holders who have completed an engagement session will receive an email from Unite Us with login credentials and a prompt to start using the Unite Us Platform.

Onboarding and Socialization. Unite Us will coordinate a socialization process to create buy-in and onboard both Customer and CBOs onto the Unite Us Platform. Activities may include disseminating initial interest surveys, hosting virtual presentations for Customer and CBOs, conducting a formal asset mapping process, hosting virtual strategy sessions including Customer and community leaders to obtain buy-in, and conducting virtual workflow-planning meetings among participating entities.

Network Management. Unite Us will support an on-going network development process to continue to grow, optimize, and curate the coordinated care network. This includes ongoing review of CBO engagement and governance of network participation; identification of service provision mix and gaps; ongoing review of CBO prospect list to identify potential network participants; new CBO socialization and onboarding; and post-launch community meetings to continually optimize the coordinated care network.

Termination. Either party may terminate this Order Form upon the default of the other party. Default includes: (i) failure of Customer to pay any amount due under this Order Form within 10 days of receipt of notice from Unite Us regarding such failure to pay and (ii) except for the failure in subsection (i), the material breach by either party of any of the terms of this Order Form if the defaulting party fails to cure such breach within 30 days following notice from the non-defaulting party.

Unite Us Insights. Unite Us will provide Customer with up to five (5) licenses during the Term to access network-level, de-identified data via the Unite Us Network Activity Dashboard and Health Equity Dashboard and user-level information on Customer's Unite Us Platform users via the Workforce Management Dashboard.

Monthly Data Delivery. Unite Us will also provide client-level, identifiable data for individuals on the Unite Us Platform served or referred by Customer users within the Territory on a monthly cadence via SFTP to be implemented on a mutually agreed timeline, subject to applicable law.

Assistance Request Form. Unite Us will configure an assistance request form that can be added to Customer's designated webpage (the "AR Form"). The AR Form enables individuals to submit requests for social services within the Territory directly from Customer's designated webpage.

Unite Us FHIR Integration. Unite Us will provide an EHR workflow application, which includes the ability to access the Unite Us Platform and receive a social care summary writeback through Customer's existing EHR system (Cerner) (the "EHR Platform") on a mutually agreeable timeline. In addition, to the fees set forth below, service or transaction-based fees and expenses imposed by the EHR Platform that are Customer-specific shall be considered third-party expenses and passed through to Customer on a dollar-for-dollar basis and shall be invoiced on a monthly basis. Integrations not using SMART on FHIR specifications are not included. Customer will reasonably assist with the relationship between Customer and the EHR Platform to enable timely implementation.

Single Sign On. Unite Us offers user-level single sign-on (SSO) and automatic provisioning of end-user accounts, provided that business systems support industry-standard authentication and authorization method of SAML in systems intended to be integrated with the Service Software. Unite Us shall implement a single sign-on option for Customer on a mutually agreed timeline, subject to Customer's payment of the SSO implementation fee set forth in this Order Form.

Training. Unite Us shall provide new user training and one annual virtual training session at no additional cost to Customer.

Support. Unite Us shall provide technical support via Unite Us-approved support channels from 9 AM to 10 PM Eastern Time.

Marketing. Customer agrees to allow Unite Us to add Customer's name and/or logo to a list of selected or representative customers and in other promotional material (such as marketing presentations).

Exhibit B

City of Lubbock, TX
RFP 23-16909-YB
Consulting Services for Social Determinants of Health

Proposal Fees (BAFO)

A. Customer shall pay Unite Us in accordance with the following fee schedule:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Network Implementation	$20,000	-	-	-	-
Network Access – 25 Licenses to the Unite Us Platform within the Territory available on the Effective Date	$52,500	$52,500	$52,500	$52,500	$52,500
Unite Us Insights - Network Activity Dashboard (*waived*) - Health Equity Dashboard (*waived)* - Monthly Data Delivery ($25,000) - Workforce Management Dashboard ($20,000)	$45,000	$45,000	$45,000	$45,000	$45,000
Assistance Request Form	*Waived*	*Waived*	*Waived*	*Waived*	*Waived*
Unite Us FHIR Integration - Cerner	$80,000	$40,000	$40,000	$40,000	$40,000
SSO (SAML)(single Customer system)	*Waived*	*Waived*	*Waived*	*Waived*	*Waived*
Total Fees	$197,500	$137,500	$137,500	$137,500	$137,500

B. Optional
Customer may also elect to purchase additional licenses during the Term in the following amounts:

Number of Licenses	Annual Fee
10 Licenses	$21,000.00

Annual fees are due on the Effective Date and each anniversary thereafter. Payments to Unite Us are due within 30 days of receipt of the applicable invoice.

This Order Form is governed by the Master Cloud Services and Network Management Agreement.

IN WITNESS WHEREOF, the parties listed below have caused this Order Form to be executed by their respective duly authorized representatives as of the last date set forth below (the "Effective Date").

Customer Entity: City of Lubbock	Unite USA Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	
Primary Customer Contact:	
Email Address	

Exhibit C

City of Lubbock, TX
RFP 23-16909-YB
Consulting Services for Social Determinants of Health

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):

Commercial Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products - Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Auto Liability Requirements: $1M occurrence is needed.

Workers Compensation Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

Employer Liability: ($1M) is required with Workers Compensation.

Cyber Liability Requirements: $2M of coverage is needed for Cyber Liability.

Technology Errors and Omissions Requirements: $3M per claim.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314Avenue K, 9th Floor
Lubbock, Texas 79401

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.

DATE January 10, 2023

TO Marta Alvarez, Director of Purchasing and Contract Management

FROM Madeline Geeslin

CC Katherine Wells

SUBJECT Contract Award Recommendation
RFP 2-16909-YB, Consulting Services for Social Determinants of Health

BACKGROUND/DISCUSSION:
This RFP seeks services for a technology platform to assist the Lubbock Health Department in screening clients for Social Determinants of Health as well as referring at-risk clients to appropriate social services.

Bids were received and opened on November 22, 2022. They were as follows:

Contractor	Score
Unite Us	77.67
Aunt Bertha, a Public Benefit Corporation d/b/a findhelp	69.00

The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

SUMMARY/RECOMMENDATION:

Staff recommends award to the highest score, Unit US for up to $130,000 in implementation costs and up to $95,000 annually.

FISCAL IMPACT:

A total of $500,000 was appropriated in the Health Disparities Grant with $250,000 available in Grant Account 81160 for this purpose.

Purchasing and Contract Management
Project Summary

RFP 23-16909-YB Consulting Services for Social Determinants of Health

Notice was published in the Lubbock Avalanche Journal on November 6 and November 13, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire-hub.com from November 4, 2022 to November 22, 2022.
20 vendors took documents from Bonfire-hub.com
3 vendors were notified separately.
2 vendors submitted a bids.

AI# 11303
Regular City Council Meeting 6. 16.
01/24/2023:

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Contract 16944, with Tolar Manufacturing Company, Inc., for pre-fabricated transit bus shelters and amenities for Citibus.

Item Summary

Contract 16944 with Tolar Manufacturing Company, Inc, is for pre-fabricated transit bus shelters and amenities for Citibus.

Citibus operates 9 fixed routes and along those routes are passenger waiting shelters. Many of those shelters have exceeded their useful life, and others, due to vandalism and other environmental factors, are in need of replacement. The RFP was issued for a vendor to provide pre-fabricated bus shelters and other passenger amenities that will provide a better passenger experience and cleaner, more vandalism-resistant shelters.

In response to RFP 23-16944-KM, proposals were received from the following vendors, and opened on December 7, 2022.

Vendor	Location
Tolar Manufacturing Company, Inc.	Corona, California
GST Manufacturing	Haltom City, Texas

The proposals were evaluated using the following criteria:

- Product Availability - Guaranteed Delivery Time – 10 Points
- Qualifications and Financial Capacity – 25 Points
- References and Experience with Similar Projects – 30 Points
- Price – 35 Points

The maximum point value is 100 points. After the proposals were evaluated, the proposers received the following ranking.

Contractor	Points
Tolar Manufacturing Company, Inc., Corona, California	92.67
GST Manufacturing, Haltom City, Texas	Non-Responsive

The Transit Advisory Board and Citibus staff recommends that Contract 16944 be awarded to the highest ranked proposal, Tolar Manufacturing Company, Inc. of Corona, California, for $13,230 for each medium shelter, $10,940 for each small shelter, $1,350 for each trash receptacle, and $605 for each bike rack.

In this procurement, there is no guarantee of any specific amount of compensation volume, minimum or maximum for shelter and amenity purchases. Amounts and quantities listed on the bid form are estimates only. The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change.

Structure	Qty.	Unit Price	Total Price
Medium 12'x5'	50	$13,230	$661,500
Small 8'x5'	50	$10,940	$547,000
Trash Receptacle	60	$1,350	$81,000
Bike Rack	60	$605	$36,300

The total time for production, shipping and receiving is estimated to be 90 calendar days from the time the purchase order is submitted.

The contract will be for a term of one year, with the option of 4 one-year extensions, with the date of the term pending formal approval.

Fiscal Impact

Citibus will use Federal Transit Administration (FTA) Section 5307 Grant Funds (FY 2020, 2021, and 2022) to purchase the bus shelters and amenities. It is a requirement that a portion of the FTA Section 5307 Grants be used for passenger amenities. The match for the grants has been included in each year's budget. Approval of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, Executive Manager of Citibus
Transit Advisory Board

Attachments

Resolution - Transit Bus Shelters

Contract - Transit Bus Shelters

Project Summary - Transit Bus Shelters

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. 16944, as per RFP 23-16944-KM, for the purchase of Pre-Fabricated Transit Bus Shelters and Amenities, by and between the City of Lubbock and Tolar Manufacturing Company, Inc. of Corona, California, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16944, Tolar Manufacturing Company, Inc.
1.11.23

Contract 16944

City of Lubbock
Pre-Fabricated Transit Bus Shelters and Amenities
Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2023** ("Effective Date") by and between Tolar Manufacturing Company, Inc. **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 23-16944-KM, Pre-Fabricated Transit Bus Shelters and Amenities and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Pre-Fabricated Transit Bus Shelters and Amenities, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Proposal

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

1.2 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.

1.3 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.

1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Chris Mandrell, General Manager of Citibus

APPROVED AS TO FORM

_____
Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Scott Williams, Business Development Manager
Print Name

Tolar Manufacturing Company, Inc.
258 Mariah Circle
Address

Corona, CA 92879
City, State, Zip Code

City of Lubbock, TX
RFP 23-16944-KM
Pre-Fabricated Transit Bus Shelters and Amenities

GENERAL REQUIREMENTS

1. INTENT

The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms, (hereinafter called "Proposer") to provide transit bus shelters and amenities for Citibus, the local public transportation system. The proposal is for pre-fabricated bus shelters and amenities, and delivery of the shelters and amenities to Lubbock, TX. Shelters and amenities must meet all ADA criteria. Davis Bacon Act Labor wages must be incorporated by Contractor.

No guarantee of volume: The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum for shelter and amenity purchases. Amounts and quantities listed on the bid form are estimates only.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

2. SCOPE OF WORK

Proposer will furnish pre-fabricated bus shelters and amenities and all parts necessary to assemble the shelters. The proposer is responsible for having the shelters and amenities transported to Lubbock, TX.

3. SPECIFICATIONS

It is projected that Citibus will require approximately 50 of each type of shelter over the term of the contract. Delivery and unloading prices shall include delivery and unloading of materials/equipment at Citibus Administrative and Maintenance facility, 801 Texas Ave, Lubbock, Texas, 79401. Winning proposer is responsible for providing personnel and equipment to unload at delivery location.

3.1 General Conditions

1. MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by Citibus. Proposer commits to provide goods/services that are consistent with Citibus' specification in every regard unless an exception is clearly noted. Citibus may accept a bid subject to an exception if, in the sole judgment of Citibus, the bid meets or exceeds the Citibus' specification. If the goods/services offered do not meet or exceed Citibus' specification because of the exception, Citibus will consider the bid non-responsive.

2. SAFETY AND CAPACITY INSPECTIONS: Citibus reserve the right to conduct safety and capacity inspections of facilities, equipment, and staff prior to the award and periodically during the contract term. If, in the sole discretion of Citibus, a vendor is deemed to have inadequate safety equipment and/or procedures, has a track record of safety violations, or has insufficient capacity to honor the contract requirements then the vendor may be declared non-responsive.

3. EQUIPMENT, PERSONNEL AND RESPONSIBILITY DETERMINATION: At the time of submission, the vendor must provide and/or identify the following as appropriate,
1) their primary equipment it intends to use in the execution of this contract to include quantity, brand, type, and model year; 2) the number of personnel it employs that can fulfill the contract requirements and; 3) responsibility determination (**financial and technical – see evaluation criteria section 12.1.3 below).**

4. CONTRACT PERFORMANCE: The respondent shall be responsible for the completion of all work set out in the contract and task orders. All work is subjected to inspection, evaluation, and acceptance by Citibus. Citibus may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

3.2 Specifications

Citibus request proposals for the purchase of bus shelters and amenities (benches, trash receptacles, bike racks, and solar lights) in accordance with the terms and conditions set forth below. Proposers must submit proposals on all portions of the solicitation (i.e. shelters, benches, etc...). The types of shelters and amenities shall meet the specifications detailed within this solicitation.

The solicitations are requested for the purchase and delivery of 50-100 bus shelters and amenities within the term of the contract. Optional quantities will be contingent on securing federal local funding. Please note that the City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum for shelter and amenity purchases. Amounts and quantities listed on the bid form are estimates only. Final amounts and quantities will be determined by funding available for transit amenities.

Although it is anticipated that all shelters will require similar amenities; Citibus reserves the right to request corresponding shelter amenities based on other factors such as site location and available funding.

This is a fixed price Indefinite Delivery, Indefinite Quantity type contract, in which, Purchase Orders for parts will be issued throughout the term of this contract on an as needed basis based on the awarded prices as indicated. Individual Delivery Orders will be issued throughout the term of the contract.

4. TECHNICAL SPECIFICATIONS

1. Description

This item shall govern for purchases of bus shelters and shelter accessories to the approximate details as shown on the below drawings. The proposer is to provide proposed dimensions as requested below. Citibus anticipates making only one award for all items pursuant to item 5.

2. **Design Requirements**
Provide factory built prefabricated structures and shelters capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated. After award, these requirements must be certified by a professional engineer registered in the state of Texas. Shop drawings submitted with response must be certified by a professional engineer.

3. **Prefabricated Bus Shelters, General**
General: Provide a complete, integrated set of mutually dependent components that form a completely assembled, prefabricated bus shelter, ready for installation on project site. Structure must be free standing and side panels should not provide any support to the structure.

Building Style: Provide a shelter equal to and similar to shelter indicated in the drawings and as described in the specifications. All dimensions are approximate.

4. **Materials**
Citibus will only consider steel material. Materials must also comply with Federal Buy America guidelines.

Cold-Rolled Steel Sheet: ASTM A 1008/A, Commercial Steel (CS), Type B Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A, Commercial Quality, G90 (Z275) coating designation.

Steel Mechanical Tubing: ASTM A 513, welded steel mechanical tubing. Anchorage: Anchor bolts as specified by manufacturer.

PREFABRICATED STEEL SHELTERS
Three (3) Panel Length: Approximately 12 feet Width: Approximately 5 feet
Height: Approximately 8 feet

Prefabricated with welded framing system. Exterior smooth and flat with no exposed fasteners on building exterior.

Roof Type: Prefabricated anchor steel frame Roof Overhang: As indicated on the drawings.

Frame Construction: Framing shall be 14 gauge (1.78mm) or heavier mechanical tube. All prefabricated joints shall be MIG welded or equivalent.

Finish: Provide manufacturer's powdered coating finish as follows: Custom color as selected by the Owner.

Glazed Panels: Minimal 1/4 inch thick, clear polycarbonate.
Steel Panels: Perforated steel panels
Custom Color as selected by Citibus (one color only).
Roof: Arched steel framed with minimum 1/4 inch thick translucent polycarbonate panels.

5. **Shelter Accessories**
5.1. <u>Benches:</u>

5.1.1. Heat fused poly-vinyl coating. Framework assemblies with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners shall be stainless steel to resist corrosion.

5.1.2. Bench seat - Diamond Seat with minimum ¾" #9 expanded steel. Welded Wire. Frame/mounting brackets shall be minimum 10 gauge sheet steel. The ends of the rolled side shall use minimum ¼" X 1 ¼" flat bar steel for support.

5.1.3. Surface mounted bench with back support, bench seat shall be minimum 48" long by 25" wide and 18" to top of the lowest part of the bench seat. Bench shall also include section (dividers) seating.

5.1.4. Color to be selected by Citibus.

5.1.5. Benches shall be ADA compliant.

5.1.6. Bench shall be size to fit in shelter as indicated below. Two (2) - 4 foot bench with sectioned seating as indicated below. Also displays current bench style.



Must be sectioned, two four (4) foot benches.

5.2. <u>Trash Receptacles:</u>

Provide steel approximately 32 gallon trash receptacles (approximately 23" in diameter and 35" high) with rib and cap similar to that shown on the illustration below, including removable liner. Trash receptacle to be surface mounted as per manufacturer's recommendations, with trash removal through side. Color to match shelter or as approved by Citibus.

5.3. <u>Bike Rack:</u>

Provide steel "wave" shape bike rack surface mounted as per manufacturer's recommendations. Sized to accommodate at least three (3) bikes. Color to match shelter or as approved by Citibus.

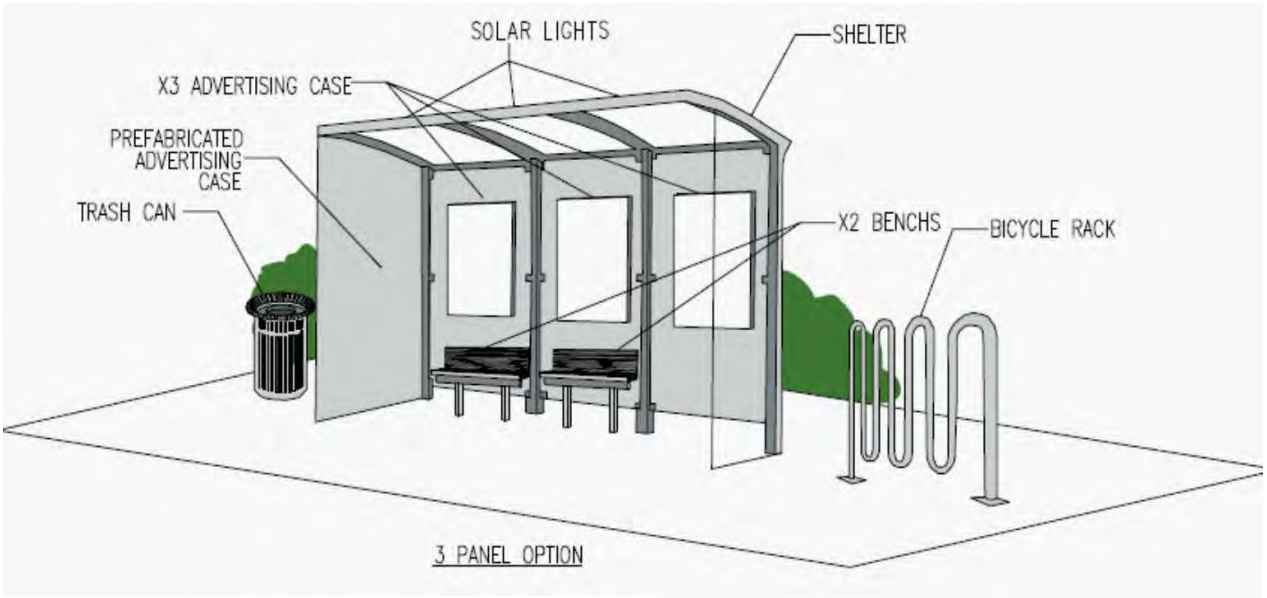
5.4. <u>Advertising Cases:</u>

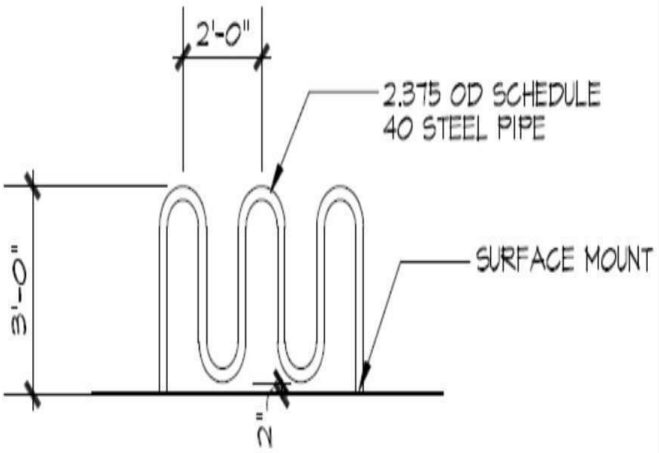
Provide one side LED illuminated advertising case as per drawing (48” by 72”), integral to the bus shelter on each shelter unit as indicated on the drawings. Side panel must be illuminated from solar panels and a double face box.

Inside notices board/case, three (3) – 33” x 20.88”, or approximate, with metal not plastic clips for hanging notices, etc.

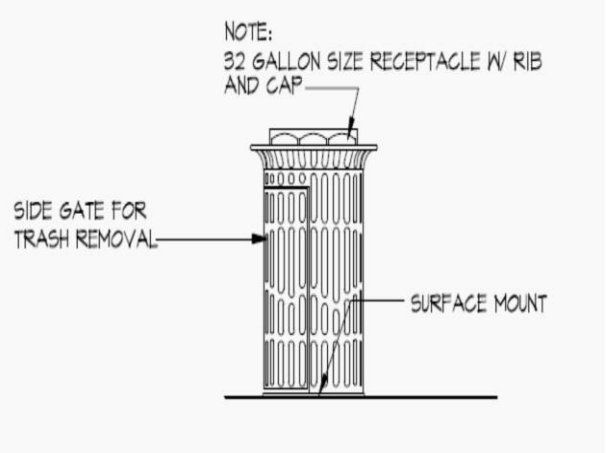
5.5. Shelter and Accessories Details

Medium 3 panel shelters: 12’ x 5’; back will have three 4’ panels.
Small 2 panel shelter: 8’ x 5’; back will have two 4’ panels.
Details show medium design shelters





BIKE RACK



TRASH RECEPTACLE

6. **Fabrications**

Fabricate factory built, prefabricated structures and shelters completely in factory. Final assembly to be completed on site.

Separate dissimilar materials using nonconductive tape, paint, or other material not visible and finish work.

Fabricated factory built, prefabricated structures as shelters for forklift unloading under base of booth with forklift pockets in base of booth or welded in place concealing lifting lugs at roof that are suitable for placement of the structure on prepared foundations.

7. **Solar Lighting**

Provide and install transit shelter security lighting, LED low voltage light fixtures minimum 40 foot candles add 36" above floor, set in heavy duty vandal resistant aluminum enclosure with a 5-day (minimum battery back-up). Two lights are requested per shelter, located in the first and third panels. Provide complete data and submittal for architect's approval.

SOLAR LIGHTING TYPE	LED, LOW VOLTAGE, REMOTE OPERATION
OPERATION	DUSK TO DAWN
ENCLOSURE	ALUMINUM, HEAVY DUTY, VANDAL RESISTANT
***LIGHTING MINIMUM**	**40 LM (WITHIN AREA FOOTPRINT OF THE BUS SHELTER)**
COLOR	WHITE LIGHT
COLOR TEMP (NOM)	6000K
COLOR RENDERING INDEX	>80
LUMINOUS EFF	70 LM/WATT
POWER	LOW VOLTAGE 12-32VDC
BATTERY TYPE	MAINTENANCE FREE GEL BATTERY
BATTERY RESERVE	5 DAYS
WARRANTY	20 YEARS

***MEASURED AT GROUND LEVEL WITH LIGHT METER**

8. **Installation**

To be provided by Citibus in accordance with specifications provided by the manufacturer.

9. Technical Capabilities Determination

Citibus may conduct a survey relating to Respondent's record of performance on past and present projects that are similar to the scope of work identified in this bid, which may include services/projects not identified by the Respondent. Citibus reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily limited to, discussions with outside Respondents, interviews and site visit with Respondent's existing clients and analysis of industry reports.

Citibus will make a finding of the Respondent's Technical Resources/Ability to perform the bid scope of work based upon the results of the survey.

5. PERFORMANCE REQUIREMENTS

Structural performance: Shelters shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
Snow loads: 30 PSF Wind loads: 100 MPH

Shelters must be handicapped accessible in accordance with ICC/ANSI A117.1 and all federal, state and local guidelines.

6. REFERENCES

ASTM A 513 - Standard specifications for Electric-Resistant-Welded Carbon and Alloy Steel Mechanical Tubing.

ASTM A 653/A - Standard specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.

ASTM A 1008/A - Standard Specification for Steel Bars, Carbon and Alloy, Cold-Finish. ASCE 7-

Minimum Design Loads for Buildings and Other Structures

7. SUBMITTALS

Product Data:

Manufacturer's data sheets on each product being used, including:

Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
Preparation instructions and recommendations
Storage and handling requirements and recommended installation methods

Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

After award these must be certified by a Professional Engineer registered in the state of Texas.

Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

Certificates: Product certificates signed by the manufacturer certifying material compliance with specified performance characteristics and criteria, and physical requirements.

Warranty documents specified herein.

8. QUALITY ASSURANCE

Manufacturer Qualifications: Company specializing in manufacturing prefabricated structures and shelters with a minimum documented experience of 15 years.

9. DELIVERY, STORAGE, AND HANDLING

Store products in manufacturer's unopened packaging until ready for installation.

Protect all components and accessories from corrosion, deformation, damage and deterioration when stored at job site. Keep materials free from dirt and foreign matter. Shelters shall be delivered to the Citibus Administrative/Maintenance facility at 801 Texas Avenue, Lubbock, TX 79401 during the hours of 8:00 a.m. to 5:00 p.m., or as otherwise directed.

10. WARRANTY

Provide the manufacturer's five (5) year limited warranty on steel components. The warranty covers resistance to perforation by rusting, color fastness and general reliability performance.

Provide a manufacturer's five (5) year limited warranty of Lexan polycarbonate materials.

Financial Capacity Determination

Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:
If a **publicly** held organization:

(1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
(2) Any Form 8K's filed subsequent to last Form 10K.

If a **privately** held organization:

(1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
(2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility.

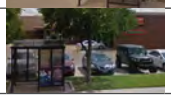
Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.
Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

Exhibit B

ADVERTISING OPTIONS

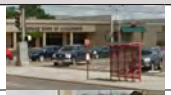
Bus Route	Shelter #	Shelter Type	Location		Availability
1 - Dunbar	1001	Double Entrance Dome Top	2011 Cedar Ave		
	1002	Double Entrance Dome Top	2689 Oak Ave		
	1003	Double Entrance Peak Top	2604 Teak Ave		
	1004	Double Entrance Peak Top	1516 E 24th		
2 - East Broadway	2001	Double Entrance Peak Top	2602 US Hwy 82 Frontage Rd. (United Supermarket)		
	2002	Double Entrance Peak Top	105 Beech Ave		
	2003	**Double Entrance Peak Top**	**266 Walnut Ave (Alderson Elementary School)**		
5 - South Plains Mall	5001	Double Entrance Dome Top	7029 Quaker Ave/Peoria (Walmart) Quaker & Loop 289		Front Unavailable 12/15/20-3/15/20
	5002	Single Entrance Dome Top	2599 Boston Ave (Lowes Corner Market)		
	5003	Double Entrance Dome Top	South Plains Mall 1		
	5004	Double Entrance Dome Top	South Plains Mall 2		
	5005	Double Entrance Dome Top	South Plains Mall 3		
	5006	**Double Entrance Dome Top**	**1318 Broadway St (Community Health Center)**		
6 - Buddy Holly 50th Crosstown	6001	Single Entrance Dome Top	3425 50th		
	6002	Double Entrance Peak Top	1717 50th Street (United Supermarket)		Front Unavailable 12/15/20-3/15/20
	6003	Single Entrance Dome Top	2001 50th Street (Taco Bell)		
	6004	Double Entrance Dome Top	3241 50th St (Monterey High)		
	6005	Double Entrance Dome Top	1101 38th St		
	6006	Double Entrance Dome Top	3806 I-27		
	6007	Single Entrance Dome Top	2408 50th St (Grace Medical Center)		Front Unavailable 12/15/20-3/15/20
	6008	**Single Entrance Dome Top**	**3405 50th St (Firestone)**		

Bus Route	Shelter #	Shelter Type	Location		Availability
9 - Avenue Q - S. University - S. Quaker	9001	Single Entrance Dome Top	5601 Avenue P		
	9002	Double Entrance Dome Top	1061 65th Dr (VA Clinic) (65th & L)		
	9003	Single Entrance Dome Top	5103 Avenue Q (United & Walgreen's		Front Unavailable 12/15/20-3/15/20
	9004	Double Entrance Dome Top	89th & University (Kingsbery Haven)		
12 - Arnett Benson - 4th Street	1201	Single Entrance Dome Top	600 Avenue R (Walmart)		Front Unavailable 12/15/20-3/15/20
	1202	Double Entrance Dome Top	112 Avenue K		
	1203	Double Entrance Dome Top	598 North Gary Ave		
	1204	Single Entrance Dome Top	2901 3rd Place		
	1205	Single Entrance Dome Top	5398 4th Street (Big Lots)		
	1206	Single Entrance Dome Top	5508 4th Street (Slim Chickens)		
	1207	Double Entrance Dome Top	434 Frankford Ave (across street UMC NW Pediatrics)		Front Unavailable 12/15/20-3/15/20
	1208	Double Entrance Dome Top	466 Frankford Ave (UMC Northwest Pediatrics)		
	1209	Double Entrance Peak Top	2006 Iola Ave (Wayland Plaza)		
14 - Cherry Point	1401	Double Entrance Peak Top	1774 U.S. 82 Frontage Road		
	1402	Double Entrance Peak Top	224 Redbud Ave		
	1403	Double Entrance Dome Top	541 MLK Jr Blvd (Madison Park & MLK)		

Bus Route	Shelter #	Shelter Type	Location		Availability
19 - Wayland Plaza	1901	Double Entrance Dome Top	2002 TX-114 (19th Street across from Lubbock HS)		
	1902	Double Entrance Dome Top	3621 21st Street (Covenant Parking Garage)		
	1903	Double Entrance Dome Top	4109 24th St (Covenant Childrens Maxey Lake)		Front Unavailable 12/15/20-3/15/20
	1904	Single Entrance Dome Top	5825 16th St (Social Security Office)		Front Unavailable 12/15/20-3/15/20
	1905	Double Entrance Dome Top	2730 Genoa Ave		
	1906	Single Entrance Dome Top	3800 Frankford Ave		
	1907	Single Entrance Dome Top	56th & Bangor		Front Unavailable 12/15/20-3/15/20
	1908	Single Entrance Dome Top	5711 19th Street		
	1909	Single Entrance Dome Top	2402 Frankford Ave		
34 - 34th Street - South Plains Mall	3401	Single Entrance Dome Top	3618 34th Street		
	3402	Single Entrance Dome Top	3620 34th Street (University Muffler)		
	3403	Single Entrance Dome Top	4803 34th Street (Natural Health Chiropractic)		

SHELTERS - NON ADVERTISING

Bus Route	Stop #	Stop Type	Location	Availability
1 - Dunbar	B-1005	Old Bench	2901 E 31st St (Teak Ave & E 29th)	
1 - Dunbar	B-1006	New Red Bench	1730 E 31st St (Teak Ave & 31st St)	
1 - Dunbar	R-1007	New Red Shelter	2701 Juniper Ave (Juniper Ave & 27th St)	
1 - Dunbar	R-1008	New Red Shelter	900 E 28th St (Ivory & 28th St)	
2 - East Broadway	B-2004	Old Bench	1528 E Broadway (Broadway & MLK)	
2 - East Broadway	B-2005	New Red Shelter	1198 MLK Jr Blvd (East Broadway & MLK)	
2 - East Broadway	R-2006	New Red Shelter	1012 Zenith Ave (Zenith Avenue & 10th St)	
5 - South Plains Mall	R-5007	New Red Shelter	6602 Slide Rd #1 (Mamarita's) (Slide & 68th)	
5 - South Plains Mall	R-5008	New Red Shelter	5138 82nd St (82nd & Slide) (Taco Bell)	
5 - South Plains Mall	B-5009	New Red Bench	2041 Boston Ave (50th & Boston) (Bealls)	
5 - South Plains Mall	B-5010	New Red Bench	5093 Boston Ave (50th & Boston) (Home Depot)	
5 - South Plains Mall	B-5011	New Red Bench	4208 Boston Ave (43rd & Boston)	
6 - Buddy Holly 50th Crosstown	R-6009	New Red Shelter	I-27 2700 & 28th St (I-27 Access Road & 28th)	
6 - Buddy Holly 50th Crosstown	B-6010	New Red Bench	4901 Ave D (Avenue D & 50th)	
6 - Buddy Holly 50th Crosstown	B-6011	New Red Bench	4999 Avenue L (Huber's Pawn) (50th & L)	
6 - Buddy Holly 50th Crosstown	B-6012	New Red Bench with Backrest	1601 50th St (Walgreen's (50th & Ave P)	
6 - Buddy Holly 50th Crosstown	B-6013	New Red Bench	1704 50th St (Church's Chicken) (50th & Q)	
6 - Buddy Holly 50th Crosstown	R-6014	New Red Shelter	1910 50th St (McDonald's) (50th & T)	
6 - Buddy Holly 50th Crosstown	B-6015	New Red Bench	2148 50th St (Rent A Tire) (50th & W)	
6 - Buddy Holly 50th Crosstown	B-6016	Old Bench	4941 Boston Ave (Jackson Hewitt) (50th & Boston)	
6 - Buddy Holly 50th Crosstown	R-6017	New Red Shelter	3201 50th St (AutoZone) (50th & Gary)	

Bus Route	Stop #	Stop Type	Location	Availability
6 - Buddy Holly 50th Crosstown	R-6018	New Red Shelter	3804 50th St (& Memphis) (Covenant Medical Group)	
6 - Buddy Holly 50th Crosstown	R-6019	New Red Bench	5200 54th St (Dollar Tree) (54th & Slide)	
9 - Avenue Q - S. University - S. Quaker	B-9005	New Red Bench	2608 Avenue Q (27th & Q) (7-11 Gas Station)	
9 - Avenue Q - S. University - S. Quaker	R-9006	New Red Shelter	2394 66th St (66th & University)	
9 - Avenue Q - S. University - S. Quaker	R-9007	New Red Shelter	2702 82nd St (82nd & Akron) (United)	
12 - Arnett Benson - 4th Street	R-1210	New Red Shelter	1501 1st St (1st and Avenue N)	
12 - Arnett Benson - 4th Street	B-1211	New Red Bench with Backrest	101 N Ave P)1st & Ave P) (St. Joseph's Catholic Church)	
12 - Arnett Benson - 4th Street	B-1212	Old Bench	1901 Baylor St (Baylor & Sherman)	
12 - Arnett Benson - 4th Street	R-1213	New Red Shelter	2422 3rd St (Whataburger) (3rd & University)	
12 - Arnett Benson - 4th Street	B-1214	New Red Bench	2701 Erskine St (Erskine & Boston)	
12 - Arnett Benson - 4th Street	B-1215	New Red Bench	2904 Erskine St (Erskine & Detroit)	
12 - Arnett Benson - 4th Street	R-1216	New Red Shelter	159 N Gary Ave (Gary & Amherst)	
12 - Arnett Benson - 4th Street	B-1217	New Red Bench	181 N Gary Ave (Gary & Auburn)	
12 - Arnett Benson - 4th Street	R-1218	New Red Shelter	3398 2nd Place (2nd Place & Indiana)	
12 - Arnett Benson - 4th Street	R-1219	New Red Shelter	401 Slide Rd (4th & Slide) (United)	
14 - Cherry Point	B-1404	New Red Bench	299 N Redbud Ave (Redbud & Colgate)	
14 - Cherry Point	B-1405	New Red Bench	3298 E Bates St (Guava & Bates)	
19 - Wayland Plaza	B-1910	Old Bench	2332 TX-114 (19th & Ave X) (Wendy's)	
19 - Wayland Plaza	B-1911	New Red Bench	5502 19th St (19th & Chicago)	
19 - Wayland Plaza	R-1912	New Red Shelter	4046 Chicago Ave (Chicago & 41st)	
34 - 34th Street - South Plains Mall	R-3404	New Red Shelter	5304 Slide Rd (53rd & Slide)	

Bus Route	Stop #	Stop Type	Location		Availability
34 - 34th Street - South Plains Mall	R-3405	New Red Bench with Backrest	5001 34th Street (Amigos - 34th & Wayne)		
34 - 34th Street - South Plains Mall	B-3406	Old Bench	4601 34th Street (Briggs Carpet 34th & Salem)		
34 - 34th Street - South Plains Mall	R-3407	New Red Shelter	1665 34th St (34th & Ave P)		

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

The City of Lubbock reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the director of purchasing and contract management no later than five (5) business days prior to the above submittal deadline.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

___ YES X NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

City of Lubbock
ITB 23-16944-KM
Pre-Fabricated Transit Bus Shelters and Amenities
Price Proposal Sheet
BAFO

#	Item Description	Quantity Required (+/-)	UOM	**Location Total**	**Tolar Manufacturing Company, Inc.** **Corona, CA** **$1,325,800.00** Unit Price	Total Cost
1						
#1-1	Medium 12'x5' - three (3) perforated steel panel shelter including pre-fabricated advertising (display) case, advertising (display) cases in back panels, two (2) foot glazed side panel, two solar lights, and two (2) 4 foot Benches	50	EA		$ 13,230.00	$661,500.00
#1-2	Small 8'x5' - two (2) perforated steel panel shelter including pre-fabricated advertising (display) case, advertising (display) cases in back panels, two (2) foot glazed side panel, two solar lights, and two (1) 4 foot Bench	50	EA		$ 10,940.00	$547,000.00
#1-3	Trash Receptacle (surface mount), 32 gal. with plastic liner	60	EA		$ 1,350.00	$81,000.00
#1-4	Bike Rack (surface mount)	60	EA		$ 605.00	$36,300.00

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

FEDERAL AND STATE SAFETY REGULATIONS

Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Bus to be in violation of the FTA terms and conditions.

All Environmental Protection Agency (EPA) rules and regulations must be followed by the Contractor.

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.

https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us

Vendor Acknowledgement

In compliance with this solicitation, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.



Authorized Signature

Business Development Manager
Title

Scott Williams
Print/Type Name

12/6/2022
Date

Tolar Manufacturing Company, Inc.
Company Name

258 Mariah Circle
Address

Corona, CA 92879
City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Scott Williams, Business Development Manager
Mailing Address:	258 Mariah Circle
City, State, Zip:	Corona, CA 92879
Telephone No:	951-808-0081
Fax No:	951-808-0041
E-Mail:	swilliams@tolarmfg.com

TOLAR

DURABILITY WITH DISTINCTION

December 6, 2022

Honorable Mayor and City Council
City of Lubbock
13 14 Avenue K, 9th Floor
Lubbock, Texas 79401

Re: RFP 23-16944-KM Pre-Fabricated Transit Bus Shelters and Amenities

Dear Ms. Alvarez:

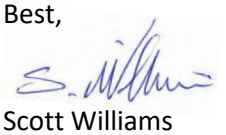
Many transit agencies recognize what we at Tolar Manufacturing know to be true: next to buses and trains, transit shelters and other passenger amenities are the most numerous and visible representation of local transit service on the road. Transit shelters and passenger amenities are a permanent reminder to riders and the public of their local transit agency, and they have a great impact on daily life for riders and the public. Our durable and distinctive products are designed to make a positive public impression and have a positive impact life in your community.

For over thirty years, the Tolar team has manufactured the highest quality transit shelters and amenities, and we take great pride in getting the job done right. We are proud to have supplied many municipalities and transit agencies in Texas with bus shelters and transit passenger amenities, and value our relationships with our many customers in Texas. We take our commitment to the highest standards of quality and customer service very seriously. Key features of our proposal for Citibus and the City of Lubbock include:

Durable and ***Distinctive*** shelter and amenity designs,
based on the specified El Paso ***SunMetro Style*** Shelter
100% Buy America and ***ADA*** compliant designs and fabrication
Clark County Certified quality fabrication process

If Tolar is selected for this project Scott Williams will be your dedicated Project Manager. Please contact him at (951) 808-0081 or swilliams@tolarmfg.com with any questions or concerns. We thank you for this opportunity to be of service and for your consideration of Tolar Manufacturing for this project.

Best,



Scott Williams
Business Development Manager

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TOLAR MISSION

At Tolar Manufacturing Company, Inc. (Tolar), we place a great deal of importance on listening to the needs of our customers. We take the time to explore our customer's vision, their expectations, and their aspirations for their community. Our mission is to execute that vision, starting with our team of skilled professionals, who place a priority on delivering a durable, distinctive final product. As a recognized leader in our industry, the Tolar Team understands that product knowledge, professional talent, hard work and a dedication to serve our customers are the essential elements required to successfully bring a project from concept to reality. In short, we create outdoor structures of durability and distinction that reflect the character of your community.

To ensure we meet our client's expectation, an important commitment is Tolar's Quality Assurance Program. The program is directed by our Quality Control Manager who reports directly to the company President. The program guides our daily workflow within all company departments, and we are audited annually by outside consultants to document program compliance for both the company and our customers. This annual audit verifies compliance with our Clark County (NV) certification, one of the most respected certifications in the country. Tolar documents compliance with each order executing a Certificate of Compliance which is provided directly to our customer.

TOLAR BACKGROUND

In 1991, following his success as a senior executive in the metal fabrication industry, Gary Tolar established Tolar Manufacturing Company, Inc. (Tolar), to make and market a range of durable and distinctive transit shelters and related street furniture. His new company rapidly won a number of contracts with transit authorities and outdoor advertising companies in Southern California and Tolar quickly established a reputation for quality workmanship and uncompromising customer service. From our first contract to our latest innovative Bus Rapid Transit (BRT) projects, Tolar has grown steadily due to our consistently high quality and the high confidence our customers have in our workmanship and materials.

Our in-house design and engineering staff use the latest Autodesk design and rendering software to design and engineer long lasting, safe, and practical products. The materials specified during the design process are of the highest

quality and sourced to provide optimal strength during the cutting, bending, drilling, and welding of the fabrication process. To fabricate the best quality products in the industry, our team of qualified fabricators includes American Welding Society (AWS) certified welders, and a skilled staff of production and assembly craftsmen. Tolar finishes its products with the most attractive and durable powder-coat process that produces no volatile organic compounds (VOCs) and uses premium grade powder and material pre-treat processes. Lighting options powered by low-draw 110VAC or solar powered 12-volt systems complete our contribution to the sustainability and environmental benefits of providing passenger amenities to transit customers, all while providing 100% "Buy America" certified products.

Since 2020, Tolar Manufacturing has been the contracted provider of shelters to the City of El Paso (SunMetro) and has provided the same shelter design as specified by the City of Lubbock, along with the specified passenger amenities including integrated solar lighting, benches, trash receptacles, bike racks, and other passenger amenities. Our supply contract with the City of El Paso is current and effective through December, 2023, with additional extension options available for an additional two years. Our successful manufacturing and delivery of these shelters means we can provide the City of Lubbock with exceptional service and support.

TOLAR KEY PERSONNEL

Gary Tolar - President



Gary began his career in the fabrication business in 1970 as an American Welding Society (AWS) certified welder for Century Plastics. Over the next several years, he expanded his knowledge of the fabrication industry to include the operation of fabrication machinery, reading blueprints and architectural drawings, and purchasing. Gary eventually became Vice President of Manufacturing for a major Southern California fabricator. Gary is the founder Tolar Manufacturing Company, Inc., and maintains executive management of all company functions, including customer service, quality control, operations, finance, sales, purchasing, engineering, and human resources.

Patrick Merrick - Executive Vice-President



Patrick began his tenure with Tolar in 2001, bringing a diverse resume that included four years supervising public transportation with responsibility for transit marketing and passenger amenities. His experience included working with nonprofit agencies that deal with public agencies, and 15 years in retail management. This experience, and his long-term tenure at Tolar, has allowed Patrick to develop a complete understanding of the manufacturing process and a thorough knowledge of the transit industry. This gives him the ability to anticipate customer needs and fulfill them. Patrick is responsible for the sales, marketing, customer service and product development functions of the company, and he maintains OEM relationships. His focus is serving the needs of our current and prospective customers by listening to their needs and communicating their vision in a clear manner to all departments within our company.

George Golden – Controller



George is a Certified Public Accountant (CPA) with over 30 years' experience in financial management. For the past 14 years, George has been Controller/Chief Financial Officer for companies in the automotive industry as well as in the collection industry. George has also been a partner in a local CPA firm as well as owned his own accounting firm for 20 years. George holds a Bachelor of Science degree in Business Administration with emphasis in accounting, and currently oversees all financial responsibilities for Tolar, including the accounting, purchasing, document control, Human Resources, and IT portions of the company.

Scott Williams - Business Development Manager



Scott joined the company in 2015 and provides our customers with extensive transit and public procurement expertise. Prior to joining Tolar, Scott served as Vice President for Business Development at Keolis Transit America where he developed long term customer relationships, managed the public procurement compliance process, and implemented solutions for transit agencies across the country. His experience providing proactive and responsive service helps Tolar customer agencies achieve a positive public image through the purchase, design, and production of public transit shelters and passenger amenities that enhance the communities they serve. Scott is responsible for sales and project management for new and existing Tolar customers in the transit and public agency marketplace.

Gabriel Guzman - Production Manager



Gabriel has risen through the ranks at Tolar and reached his current position as Production Manager with over ten years of experience in fabrication. Gabriel leads and trains a team of AWS certified welders, sheet metal workers, fabricators, material handlers, assembly workers and quality control staff. Gabriel is responsible for all activities on the production floor including production of quality products in line with customer expectations, on-time shipping, safety, and workplace compliance.

Eli Meza - Engineering Manager



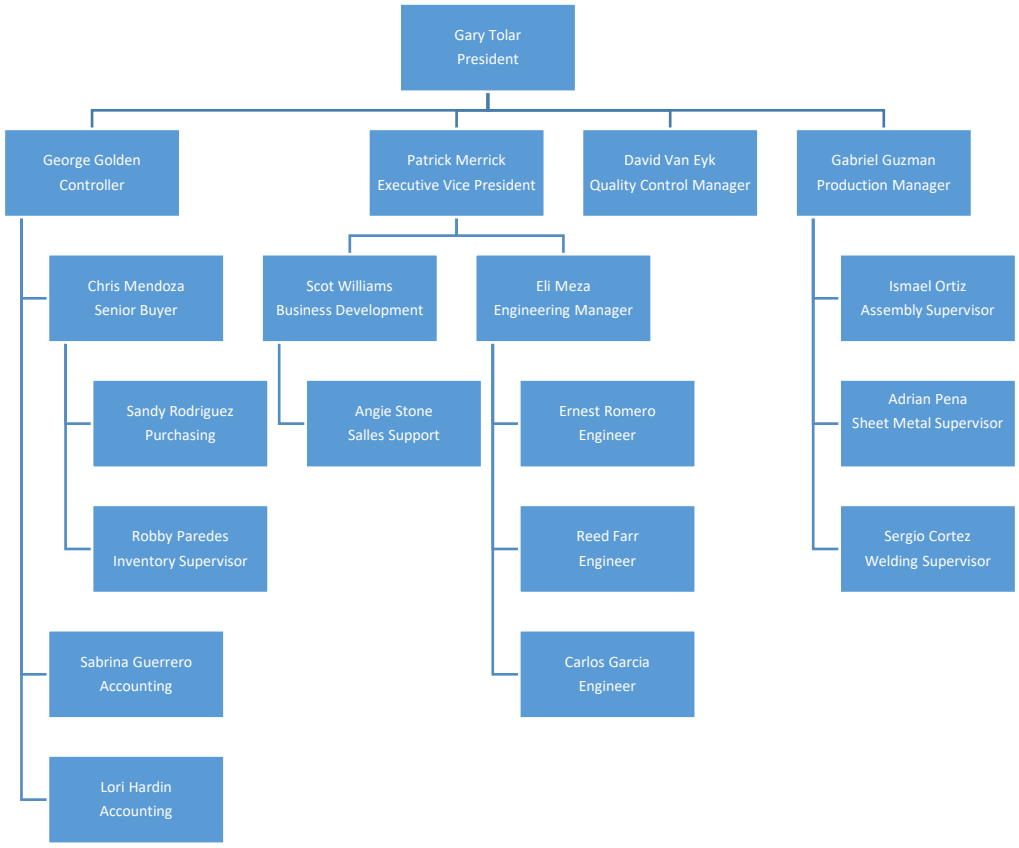
Eli joined Team Tolar in 2007 as our lead designer, and has skill set has grown while at Tolar. Eli's previous experience includes 15 years in the automotive industry designing and manufacturing aftermarket parts. His large architectural background is a great asset in his current responsibilities, and contributed to Eli earning the prestigious Autodesk Inventor of the Month award in 2012. This international recognition, for Tolar's use of Inventor, Vault, Publisher and other CAD tools in our purpose driven designs, would not have been possible without the efforts of Eli and his team. Eli has a wealth of knowledge and experience in engineering systems and design, and has lead teams earning lean manufacturing system improvement, ISO, and AS9100 certifications. Eli leads a seven-person engineering, design, and quality control team which is responsible for creating designs, renderings, production drawings and work orders based on customer specifications as well as research and development.

David Van Eyk – Quality Control Manager



A recent addition to the Tolar Manufacturing team, David brings over 10 years of experience managing quality control programs with an emphasis in sheet metal and welding, most of which occurred in manufacturing facilities with AS9100 certifications. A native of upstate New York, David first came to Southern California as an aircraft structural mechanic repairing planes as a United States Marine during the Vietnam War. As Tolar's quality control manager, David is responsible for ensuring that all departments adhere to the company's Quality Controls Manual. He also is responsible for maintaining Tolar's rigorous Clark County Fabricator certification, relationships with our outside consultants and auditors, and is responsible for quality inspections, quality control, routine quality training, and compliance of all departments with the Tolar Quality Systems Manual. He is a direct report to company president Gary Tolar.

TOLAR ORGANIZATION



TOLAR DESIGN & PRODUCTION

Tolar has developed hundreds of transit amenity solutions for transit agencies, municipalities, commercial and private companies as well as the Federal Government for more than 20 years. While we do provide a variety of standard offerings, our products are designed in a manner that allows for multiple configurations and custom designed features. Rather than "offer the shelf" products, our standard designs allow our team to develop and produce shelters and amenities unique to each environment and purpose, with features that integrate into a community and street scape. This purpose driven approach in the development of our products enables communities the ability to implement transit solutions that are distinctive and enhance the passenger experience for the neighborhoods in which they are placed.

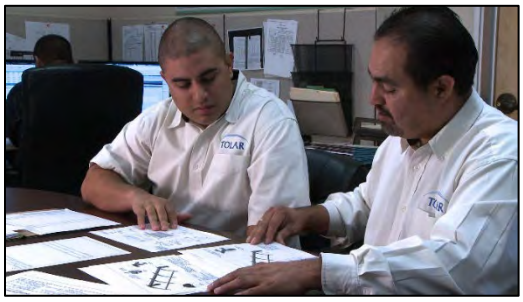
Design Process

To begin the design process, our experienced sales representative consults with each client to determine factors that dictate the custom transit solution we are to propose. Input for this discussion may include:

- Site limitations
- ADA requirements
- Environmental and social factors
- Aesthetic preferences & style
- Function
- Branding elements
- Security
- Advertising potential
- Information displays
- Waste disposal
- Comfort & Safety of passengers
- Maintenance requirements
- Ease of installation
- Parts replacement
- Integration into existing transit environment and community

- Existing budget for amenities
- Future goals of transit

Once the above considerations have been addressed with our customer, the sales representative collaborates with the engineering team to propose the best, most suitable solution to the client. The engineering staff works to design products that not only meet the criteria as listed above, but also local building code and safety requirements, such as seismic or wind load specifications.



Branding is a major concern for many of our transit customers, and we recognize the importance of factors like logo placement and color selection in design. Tolar provides options for logo placement in most of our products. Many shelter designs have placement in either end of the roof design or on the fascia. If additional visibility is desired, custom glazing treatments are also available incorporating silk screened or etched graphics etched into the wall or end panels of your shelter design, along with custom designed decals applied to the shelter.

Our modular approach to design ensures a consistent and overall reduced kit of parts where roof and glazing panels are sized as equally as possible and like parts are interchangeable. In addition, the proprietary custom extrusions developed by Tolar simplify our products by eliminating the need for additional parts while enabling improved function. Our design incorporates ease of installation, ease of maintenance, and ease of parts replacement ensuring an attractive, durable, cost effective and practical transit shelter package.

Design Approval

Our team is experienced at building consensus throughout the design and approval process, investing time with stakeholders to make sure our shelters reflect the community they serve. Following design consensus, a submittal package, complete with color samples, approval drawings, and engineering calculations (if required), is then prepared for client evaluation. Any changes to design, as requested by the client, are noted and brought to the immediate attention of the engineering team for revisions. Follow up drawings are then prepared and are submitted to the client for final review and approval. Upon approval and when order authorization is obtained, the project is then entered into our central information software system for future tracking by all departments. Engineering staff prepares a production drawing package for the specific project. The complete drawing package is reviewed with the Production Manager, and when approved, the order is released for manufacturing.

Engineering

Tolar designs are engineered to meet all required building codes for the jurisdiction in which they are installed. Tolar retains the services of qualified engineers for all 50 states, and ensures that each final drawing package includes stamped and sealed engineering calculations for submittal and approval for installation by local building officials.

Fabrication

The purchasing department first procures raw materials and other items with long lead times and works collectively with the engineering team on the balance of material procurement to ensure on-time delivery of materials needed for fabrication. A quality control manager inspects all materials for defects upon receipt and, if necessary, administers to any corrective actions required.

One of the attributes that separates Tolar from other fabricators, is our commitment to purpose driven design. Careful attention is given to the function of a particular component rather than simply utilize standard tubing, angles, and flat bars. We have made considerable investment into the development of specially engineered aluminum extrusions that incorporate functional shapes to achieve particular functions, minimize the number of parts required and eliminate many fasteners. As a bonus, fewer parts usually also simplify installation.



The aluminum extrusions which form the core structure of our shelter designs are custom designed proprietary extrusions, pressed specifically for Tolar through our own engineered dies by one of several certified extruders. Spot checks are performed during the receiving process to ensure compliance with our specifications.

The majority of fabrication procedures required to build our transit shelters and passenger amenities, such as cutting materials to finish length, bending and forming material to finish shape, drilling and boring, welding procedures, and finish processes such as grinding and sanding, are performed by skilled fabricators on our shop floor in Corona, CA. This includes water jet cutting various materials and parts. All welding is performed by AWS Certified welders, and is performed at our facility. No welding is required or performed in the field or jobsite. The remaining fabrication processes used to produce some Tolar products, such as laser cutting, etc., are performed by highly qualified sub-contractors who specialize in specific production processes and adhere to our high standards.



During fabrication, the shop department supervisors and the Quality Control Supervisor certify all prototypes and first articles and depending on the part, they audit the particular process against the engineered drawings to ensure compliance. Quality control inspections continue regularly throughout the manufacturing, finish and crating process prior to final shipment. All components are equally checked for fit and finish by production staff during the fabrication phase to ensure the products provided meet the specifications and expectations of our customer.

Shipping & Delivery

To ensure optimal performance and safe handling of Tolar transit shelters, amenities and solar products, proper storage and handling guidelines must be followed. These guidelines will help to protect Tolar products while in storage, during shipment or transport to installation site, and on site prior to installation. Products are typically delivered to the address pre-determined by contract or purchase order documents within twelve weeks of receipt of a purchase order. Shipping is typically performed by flatbed trailer, and may be accomplished by using van or other trucking methods in particular situations.

Most Tolar products are shipped in knock down fashion neatly packaged and protected in crates and stacked carefully to optimize shipping and reduce the need for storage when delivered. As an alternative, and when requested, we also ship in kit form whereby the products are modularly assembled and packaged in crates using methods of nesting materials and, once again, optimizing space to the greatest extent possible. All Tolar shelters and street furniture are shipped with all necessary hardware and complete illustrated instructions for ease of installation. Hardware is bagged or boxed individually per each unit shipped for easy installation.

Handling

Exercise caution and care when handling crates or unpacking products, to prevent breaking or crushing of the square edges or surfaces. Remove the shipped crates from the trucks with proper equipment and with trained personnel utilizing a forklift or other equipment rated for proper weight capacity. In some cases, forklift extension tubes may be used to ease the process. Methods resulting in mishandling of the shipment such as pushing the crates beyond their structural integrity or other radical means must be avoided as they may result in material damage. When unpacking or dismantling crates, use caution and gently pry connected members apart to avoid marring or puncture of adjacent surfaces. We recommend transporting the product to the field for installation prior to unpacking to ensure the highest level of protection until such time as installation may be performed.



Storage

Packaged crates are typically very large and should not be stacked vertically any more than when they arrived via the freight truck transportation. To ensure structural integrity and material longevity, it is recommended that all crates be stored on a dry and level surface with a cover of waterproof, breathable tarpaulin material. To prevent damage, plastic glazed panels should never be stored in direct sunlight or allowed to get wet as the paper masking will stick and cause damage when later removed.



Installation

Upon client receipt and approval of shipment, our sales and engineering staff work in tandem with the client to ensure complete understanding of the products provided as well as the intended installation steps necessary for implementation. As the transit amenities are installed, the engineering team is available by phone at all times for any assistance that may be required.

Production Schedule

The table below represents the typical schedule for production of a Tolar transit shelter. Actual production schedules generally follow this outline, with adjustments made for specific quantities or customer requirements.

Duration	Task	Description
Week 1	Administration	Project review and clarifications. Order placed by client and processed internally by Tolar sales and staff.
Week 2 -4	Design & Approval	Complete design drawings. Obtain final drawing and engineering approval. Complete production documentation, work orders, and system programming
Week 5 – 11	Production	Receive materials, manufacture, and prepare shipment.
Week 12	Shipping/Delivery	Ship to destination and coordinate receipt and storage with client.

TOLAR QUALITY ASSURANCE

The Tolar design and fabrication process operates as a Clark County Approved Fabricator for structural steel, a certification obtained and approved by the Clark County (Nevada) Department of Development Services – Building Division. The Tolar Quality Systems Manual (QSM) ensures compliance with local building codes and that fabrication meets International Accreditation Service (IAS) and American Institute of Steel Construction (AISC) standards. This certified quality assurance program outlines the quality assurance and quality control processes within Tolar, and its

ability to support all materials, welding and fabrication processes within its production facility, including all material suppliers, vendors and third parties.



Tolar's reputation has been built on the foundation of top quality and service. Only first-grade materials and processes are used. A rigorous quality assurance process monitors the design, fabrication and finish of our products to ensure that Tolar shelters will keep their "new" appearance with a minimum of maintenance for many years. Before production starts, approval drawings are produced and submitted to our customer for review and written acceptance prior to production. This ensures that all details are in accordance with specifications and customer expectations, and that the configuration details and accessories will fit the specified site locations. Once the main design features are finalized and accepted, the detailed shop drawings and final bill of material are produced.

Tolar is committed to passenger safety, and our product designs meet stringent safety standards. Design drawings and calculations are certified and sealed by an engineer licensed in the state of installation. This process confirms compliance with local building codes, wind load, seismic standards, and other safety requirements. In addition, whether the design includes solar lighting or traditional power, Tolar designs reliable systems that meet the level of safety and quality only Underwrites Laboratory (UL) certification can guarantee. All Tolar electrical systems are certified by UL, and Tolar is a UL compliant manufacturer subject to quarterly on-site UL inspection, assuring all UL testing and safety requirements are fulfilled.

In addition to UL inspections, we utilize a system of audits to maintain our strict adherence to quality production standards. Supporting our Quality Assurance program, our processes are audited quarterly by an outside third-party quality assurance specialist, and include training and suggestions for continuous improvement. An additional annual audit is also performed by the outside third-party quality assurance specialist to assist in preparation for the Clark County Department of Development Services – Building Division annual audit.

TOLAR SERVICE AND SUPPORT

Tolar designs and builds transit shelters and passenger amenities with durability, beauty, ease of installation, and longevity in mind. It is our mission to provide the industry's best quality, service, selection, and overall value. To meet this goal, ***all Tolar products are covered by a comprehensive Lifetime Structural Warranty*** against manufacture defects or workmanship.

Installation Support

The Tolar sales and engineering staff support our customers through the installation phase of each project. We have working relationships with many construction companies and installation contractors throughout the US, and are available to answer questions and resolve issues as they arise. Using a "train the trainer" method, as necessary for each project Tolar staff provides the training support and instruction required to properly install our shelters and amenities. In addition, technical support and assistance is available from our engineering and production teams at any time in the process through easy to reach toll-free telephone and email.

Parts

Tolar designs and builds shelter and transit amenity systems with ease of installation, beauty, function and durability in mind. Should parts be required during the life of our products we certify availability of these parts for a minimum period of ten years from the date of purchase.

Tolar Lifetime Structural Warranty

Tolar warrants the products and materials manufactured by it, when properly assembled and installed, to be free from defects in materials and workmanship, when under normal use and service, for the expected lifetime of the product. A copy of the formal Tolar Lifetime Structural Warranty is included for your review as an attachment to this proposal.

Tolar Buy America Compliance

Tolar operates from a modern, 53,000 square-foot, company owned fabrication facility in Corona, California. From this state-of-the-art facility, our 49-person team designs, develops and fabricates attractive, durable, and practical transit shelters, street furniture and related passenger amenities. Tolar products are manufactured in the USA by skilled tradesmen utilizing 100% US made materials. As a result, *Tolar products are 100% "Buy America" compliant* and certified to meet 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States.

Tolar ADA Compliance

Tolar ensures that our designs include features that promote use by all members of the public, and are in complete compliance with ADA requirements. Designs and approved drawings include documentation of ADA mandated passenger seating and maneuverability spaces, to ensure that all riders are able to access passenger amenities.

TOLAR FINISH & DURABILITY

Tolar products are powder coated with a durable baked enamel finish. A wide range of powder coat finish colors is available using the printed RAL color deck, and custom match finish colors are also available to meet specific customer needs. In addition to the approved drawings, after selection of the finish powder coat color(s) from the printed RAL color deck, two samples of the actual powder coat finish on sample strips are submitted for final customer approval. This ensures customer acceptance of the color, gloss and texture. One of these color strips is to be returned to Tolar, indicating customer approval, and for documentation in our quality control process.

Powder Coat Process

The finish process involves a series of production steps that starts with cleaning and sandblasting the material which prepares the metal surface to receive a finish. The powder coat finish is applied and followed by a topcoat application for durability. Tolar outsources the finish process to highly qualified specialists to complete the finish, and performs pre-delivery and receipt inspections of each part to ensure the final finish meets our quality standards.

Sand Blast

All welded parts are sand blasted to remove any rust, oxidization and contaminants as well as provide a mechanical profile for superior adhesion.

Pre-Treatment

All of the parts enter a four-stage power spray pretreatment system. Most Parts are hung on the conveyor for maximum efficiency and proper drainage, larger parts such as roofs and advertising kiosks are hung on carts and pretreated with a wand system.

- Stage 1 is Henkel's Bonderite 1070, a combination cleaner trimetal phosphate heated to 160*F and applied through spray nozzles at 30 P.S.I. There is a 90 second dwell time in this stage.
- Stage 2 is an overflowing city water rinse applied at 30 P.S.I. Dwell time is 45 seconds.
- Stage 3 is an additional overflowing fresh city water rinse applied at 30 P.S.I Dwell time is 45 seconds.
- Stage 4 is a Deinoized water rinse with Henkel's 7100 Parcolene, a non-chrome dry in place sealer applied at 30 P.S.I. Dwell time is 15 seconds.

Drying

All surfaces shall drip dry for seven minutes prior to entering the dry off oven, then eight minutes at 400*F for drying.

Powder Coat

All steel parts are coated with a zinc rich epoxy primer powder coating with a dry film thickness of 1 to 2 mils. These parts are then partially cured and ready for the final color topcoat. All of the parts enter the powder coating booth where the selected color topcoat of Super Durable Polyester TGIC or Super Durable Polyester TGIC Free powder coating is electro- statically applied, with a dry film thickness of 3 to 5 mils.

Curing

The parts enter the bake oven, where the coating melts, flows and is cured at 400*F for twenty-five to forty-five minutes, depending upon the metal thickness and alloy.

Cooling

After the parts exit the bake oven, the parts enter the cool down zone where our quality inspectors inspect and count each piece.

Quality Control

Finished parts are inspected for complete coating and tested for adhesion and cure to verify coating durability prior to moving to the packaging department.

Packaging

The packaging department packages the finished parts according to specifications.

Tolar Finish Quality

In order to provide a lifetime warranty and to ensure compliance with our quality standards, we monitor and document the finish quality of each production run using a minimum of four sample parts. These parts are tested according to American Society for Testing and Materials (ASTM) D3359-02, the industry standard for coating finish adhesion also known as the ASTM Standard Test Method for Measuring Adhesion by Tape. This method tests the adhesion of powder coating films to metallic surfaces by applying and removing adhesive tape over cuts made in the coating to determine how well the coating resists scratching and lifting of the finish to avoid rust or corrosion of the material.

In addition, the finished parts are tested according to ASTM D4752-10 also known as the ASTM Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub. This method tests the finish for resistance to chemical solvents. The test is used to ensure that finished surfaces are resistant to graffiti and other damages caused by exposure to solvents. Both ASTM tests help to ensure our products remain functional and maintain a positive appearance in the community over their lifetime. All powder coated parts are inspected for quality and uniformity of finish prior to assembly and shipment. Tolar assumes no responsibility for nicks, cuts, scratches or any other damage to powder coated parts that are caused by normal wear and tear, abusive use, or improper cleaning. Finish quality testing helps us to ensure our products have a long lasting, highly durable, and attractive finish that will improve the street scape and passenger experience for transit riders for years to come.



Tolar Cleaning & Maintenance Recommendations

Powder coating is one of the most durable and adaptable surface finishes available for metal components. However, like all quality finishes, it needs special care. The effects of ultraviolet light, pollution, dirt, grime, and salt deposits can all accumulate on your powder coated surface over time. To extend the effective life of powder coatings and protect any warranty requirements that may exist, a very simple regular maintenance program should be implemented.



Tolar uses AAMA powder coatings for the finish of shelters and other passenger amenities. Steel and aluminum surfaces coated with architectural coating products need to be maintained properly to optimize the appearance and performance of the coating during the product service life. Proper coating maintenance is needed to keep coating warranty protection in force. Coating maintenance involves regular monitoring, cleaning, and damage repair. Surface cleaning removes accumulated materials that can affect the appearance and/or undermine the integrity of the coating.

Powder coated surfaces must be properly maintained in service to keep the powder coating product performance warranty valid. Program effectiveness depends on cleaning the coated surface often enough to keep it substantially free of harmful agents. Regular cleaning will increase coating longevity. For coastal installations, the cleaning frequency may need to be as often as once a month. Furthermore, significant events like storms may necessitate unscheduled cleanings. Additional guidance on proper cleaning methods may be found in the AAMA Specification 609 & 610-02 Cleaning and Maintenance Guide which can be found at www.aamanetstore.org.

Maintenance program effectiveness also depends on prompt damage repair. Maintenance activities need to begin as part of the installation process. Minimum required maintenance cleaning is once a year (twice a year in high exposure environments) with documentation of dates, cleaning agents used and method of application. Methods for cleaning the coating generally begin with using water and mild soap or detergent with a soft brush or sponge for light surface soils. For medium to heavy soils a mild solvent, such as mineral spirits, can be used for removal of grease, sealants, or caulking compounds. Spot testing should be performed first to ensure there is no coating damage or staining from cleaning materials. Aggressive cleaners can be used only sparingly after spot testing. Strong solvents, abrasive cleaners or hard pads and brushes can cause film damage. It is preferable for cleaning and repair procedures to be performed when coated surfaces are not hot from sun exposure. Be sure to rinse the surface thoroughly after each cleaning.

Cleaning

As a general rule, cleaning should take place every six months. However, in areas where pollutants are more prevalent, especially in coastal or industrial regions, a cleaning program should be carried out on a more frequent basis (i.e., every three months).

The best method for cleaning powder coated finishes is washing with soap, water and a soft cloth, sponge, or extra soft bristle brush. The use of solvents such as acetone, contact cleaners, Dulon Thinners or Methyl Ethyl Ketone (MEK) is NOT recommended to clean powder coated finishes. These solvents are very damaging to powder coat and will soften and/or dissolve the surface of the coating, diminishing its shine and durability or removing the finish altogether. If it is absolutely necessary to use a solvent, small amounts of mineral spirits should be tried first. It is recommended that if this, or any other solvents, are going to be used for cleaning, a test of the solvent first be conducted using an unseen portion of the surface to determine if it will harm the powder coat finish. If there are questions as to the suitability of a specific solvent please contact Tolar Manufacturing for more information.
NOTE: Tolar Manufacturing Inc. does not guarantee its finishes with the use of any solvents other than soap and water.

Recommended Cleaning Procedure

1. Pick up trash and debris and place in trash receptacle.
2. Sweep the sidewalk in and around shelter.
3. Pull trash bag from trash receptacle and replace with a new bag, as applicable.
   3.1. Remove any trash accumulated at bottom of receptacle (wear PVC coated gloves)
4. Check trash receptacles for secure mounting (surface or post).
   4.1. If receptacle is loose, tighten or replace hardware as needed.
5. Clean Roof Panels

5.1. Remove trash or debris from roof panels before cleaning.
5.2. For glass or polycarbonate cleaning:
5.2.1. Use window brush to cover glass with the soap and water.
5.2.2. Squeegee water from glass
5.2.3. Wipe down roof rafters or supports with soft rag.
5.3. For metal panel cleaning:
5.3.1. Use soft bristle brush with soap and water.
5.3.2. Wipe down roof rafters or supports with soft rag.

6. Clean wall panels
6.1. For glass or polycarbonate cleaning:
6.1.1. Use window brush to cover glass with the soap and water.
6.1.2. Squeegee water from glass
6.1.3. Wipe down bottom glass channels/supports with soft rag.
6.2. For metal panel cleaning:
6.2.1. Use soft bristle brush with soap and water.
6.2.2. Wipe down panel and bottom glass channels/supports with soft rag.
7. Clean Bench
7.1. Use soft bristle brush with soap and water.
7.2. Wipe down panel and bottom glass channels/supports with soft rag.
8. Clean Trash Receptacle
8.1. Use soft bristle brush with soap and water.
8.2. Wipe down panel and bottom glass channels/supports with soft rag.

Recommended Graffiti/Vandalism Removal

1. Graffiti on glass surfaces
1.1. Scrape off with razor and/or utility blade scraper.
1.1.1. Do not use on acrylic and polycarbonate as it will scratch/gouge surface.
1.2. Scrub with window brush and soapy water
1.3. Scrub with steel wool and/or scouring pads.
1.3.1. Do not use on acrylic and polycarbonate as it will scratch or “fog” surface.
1.4. Remove with graffiti removing chemicals (See Aerosols below)
1.5. Graffiti that is etched (Scratched) into glass should be replaced.
2. Graffiti on acrylic or polycarbonate surfaces
2.1. Scrub with window brush and soapy water
2.2. Graffiti can be removed with high pressure water spray.
2.3. Acetone should not be used as it may burn and melt material.
2.4. Aerosols or jellied types of graffiti removing chemicals can be used on acrylic surfaces only.
2.4.1. Test in an inconspicuous place first
3. Graffiti on metal surfaces
3.1. Scrub with window brush and soapy water
3.2. Scrub with steel wool and/or scouring pads.
3.3. Remove with graffiti removing chemicals (See Aerosols below)
3.4. Touch up with spray paint may be required to restore powder coat finish.
4. Aerosol Graffiti removal procedure
4.1. Spray onto affected area and wipe clean with wiping towel and/or nylon-scouring pad.
4.2. Steel wools can be used on glass but is not recommended on painted, polycarbonate or plastic surfaces.
4.3. Aerosols usually have a petroleum base and can stand for a few minutes without evaporation.
4.4. Let chemical stand for a few minutes.

4.5. Reapply and wipe until graffiti is satisfactorily removed.
4.6. Aerosols are best suited for newer finishes and small areas of graffiti.
4.7. Aerosols should not be used in breezy or windy conditions and/or if pedestrians are nearby.
4.8. Appropriate safety equipment and chemical precautions should be used.
4.9. Wipe off residue with a damp, clean rag.

Touchup Paint

Touch up painting is not recommended unless necessary to cover up graffiti that cannot be completely removed, or other damaged finish condition. Touchup painting can be done using brush, roller, or aerosol match paint if available. Normally, a brush can be used to apply the paint but if the area is larger than a few inches in area, use a roller or aerosol match painting for better consistency and smoothness. The area to be touched up must be sanded slightly beyond the damaged finish area. If flaking, chipping, or rust is present, feather the edges until blended and smooth. If area is bare metal, a primer can be used to help touchup last longer.

When it is necessary to paint, the following procedure should be used:

1. Read and follow directions on product first.
2. Appropriate safety equipment and chemical precautions should be used.
3. Shake or stir paint product can according to directions.
4. Clean dirt from surface to be painted with damp rag.
5. Acetone or metal cleaner can be used if surface is extremely dirty.
6. If necessary, lightly sand/scuff surface with fine grit sandpaper
7. Always prepare more surface than actually is affected so that paint can be blended, or feathered into existing paint.
8. Test paint and spray pattern on a piece of cardboard or other scrap material before painting
9. Using even stokes, apply roller or spray paint onto finish surface.
10. Overlap each previous stroke by at least one half.
11. Apply paint in light to medium coats (rather than one heavy coat), and apply multiple coats until satisfactory coverage is achieved.
12. Allow appropriate dry/cure time between coats and after finish is completed.

TOLAR SUSTAINABILITY

Sustainability, and preserving the environment, is an integral part of the Tolar commitment to being socially responsible and making an overall contribution to quality of life for transit agencies, transit riders, and the customers we serve together. Tolar has made sustainability a strategic business objective and as a result has become more efficient at utilizing resources. We are committed to continuous process improvement, putting internal processes and actions into place that promote continual improvement of our environmental and economic sustainability processes.

Sustainable Manufacturing

A major focus for our sustainability efforts is on implementing manufacturing processes and procedures that reduce the use of material resources, processing times, and consumable products. From material acquisition through product delivery, our focus is a reduction in wasted time and materials, and reduced resource consumption. A list of sustainable practices we utilize is provided below. Additional policies and procedures added as new processes are identified and improved.

- Recycled content is specified for all steel and aluminum raw materials through our purchasing department. Actual recycled content varies based on the specific type of material and mill source.

- Engineering and production staff are incentivized to identify and source raw materials in sizes that maximize the yield of parts, and reduces the amount of "drop" (unused material), thereby reducing the amount of raw materials consumed in production.
- Remaining drop material is utilized in production of other parts (rather than new material) so raw materials are re-used as much as possible. Remaining drops of un-used raw material is recycled through standard commercial processing, and becomes part of the recycled material content in our supply chain.
- Production machinery such as compressors, etc. are is operated via timers to avoid excess electrical power consumption.
- Exterior and interior production and office lighting is converted to low draw LED fixtures, and is operated on electronic control timers in order to reduce electrical power consumption.
- Welding gasses are procured in bulk tank and delivered to welding stations via internal piping, thereby reducing the frequency of truck deliveries and reduced fuel consumption and fossil fuel emissions, as well as the number of individual high pressure storage tanks on site.
- Finish powder coating processing is performed at certified suppliers, ensuring minimal impact on environmental conditions, and providing a vastly reduced air quality impact as compared to other paint or anodizing finish processes.
- A comprehensive filtration system recirculates and re-uses abrasive material in our water jet cutting machine, reducing overall consumption of water and abrasive materials supplies.
- Storm and wastewater runoff is collected via an in-ground clarifier and is collected and treated prior to discharge into the storm water runoff system, reducing contaminants in the local water table.
- Plant operations works on a 4/10 weekly schedule, reducing utility usage and lowering our carbon footprint as resources are not consumed on off days.
- Utilizing full truckload shipments for delivery of products to customers reduces fuel consumption and reduces fossil fuel emissions, and provides cost savings to end users.

Sustainable Products

In addition to sustainable production practices, our products are designed and utilized as sustainable products in a number of ways. Some of these sustainable advantages of Tolar products are outlined below.

- Tolar products have an extremely long durable lifetime, and many of our products are installed and functional for greater than 20 years, offering a sustainable value for customers.
- Products are mainly comprised of recyclable materials, so that steel, aluminum, glass, and various plastic components are recyclable when they are eventually replaced.
- Tolar emphasizes modular construction, so that individual components are replaceable, reducing the cost of overall maintenance, and reducing the consumption of materials.
- A common kit of parts across shelter models of various sizes allows the re-use of identical parts across product designs and structures.
- With a common kit of parts and modular components, Tolar provides a simplified and reduced maintenance effort for our customers, with an overall reduction in frequency and duration of maintenance efforts.
- Our standard powder coat finish offers a reduced need for maintenance and a high standard for lifetime of use, reducing the frequency of re-finishing and lowering the production of harmful air quality emissions over the shelter lifetime.
- Powder coating also reduces the need for cleaning, with standard power washing as the preferred method, which avoids the use of contaminating chemicals and other harmful solvents.

- Tolar offers robust solar powered lighting systems for our shelters, providing customers with environmentally friendly and secure lighting, while reducing the carbon footprint of our transit partners by using clean solar energy production.
- Solar power systems utilize high-capacity battery storage and provides the ability to recycle batteries.
- Tolar also utilizes LED low draw electric lighting components in shelters that do not use solar powered lighting, which provides a dramatic reduction in electric power consumption and a reduced carbon footprint for our transit partners.
- Reducing power consumption even further, Tolar provides automated lighting controls for all lighting systems, reducing the usage and improving the efficiency of lighting systems.

TOLAR SOLAR LIGHTING

Tolar works extensively with Urban Solar Corporation (USC) in the design and fabrication of hundreds of solar powered lighting applications across the country to offer illumination solutions that provide reliable, dawn-to-dusk lighting for users of outdoor shelters during nighttime hours. Both Tolar and USC understand the important role passenger amenities play in the success of any transit service, as well as the critical role that passenger amenities play in creating a safe and attractive passenger environment. Tolar helps our customers meet these expectations for passenger safety and convenience by providing high quality, reliable UL Listed solar lighting solutions for our transit shelters. To achieve this, we discuss each project and collectively develop a product that best addresses all the key elements of a solar lighting solution:

- Underwriters Laboratory (UL) compliance and certification to ensure safe operation
- Geographic location and local environmental conditions
- Light level, system run time, autonomy and sizing requirements
- Integration of the solar elements into and shelter design
- 100% Buy America compliance with solar fabrication in Beaverton, OR

Solar Lighting System Design



To achieve optimum operation of solar lighting systems, critical factors such as sun exposure, weather, site specific conditions, and even geographic location must be considered. For that reason, we do not take a "one size fits all" approach to solar system sizing. Instead, we use over 20 years of NASA data to determine the needs for your specific geographic area. The amount of sun exposure in the United States varies widely from East to West as well as from North to South. Using detailed information from NASA documenting the length of sun exposure for each month of the year, typical weather, and the duration of night, we design a solar lighting system specifically for any location in the US. The resulting final product is designed for optimum operation during the most challenging months of the year (the longest run times and shortest charge times), while also providing for an average of 5 to 7 days of continuous operation with no sun exposure at all. This approach allows us to design a system for optimum operation during the most challenging months of the year for your specific geographic area.

Tolar systems utilize a low-profile light assembly. Mounted to the inside of the shelter's ceiling, this assembly houses the batteries, charge controller and the LED lights themselves. This assembly is engineered as an integral part of the shelter structure, making it highly vandal resistant. Our system offers a completely UL Listed system with bright, white LED lighting in a modular design that integrates seamlessly with the shelter design so that passengers can benefit from a safer, more secure environment. Loitering is discouraged and transit drivers are better able to identify riders waiting in the shelter. At the same time, illumination can be provided at desired locations without the expense and potential

construction challenges of trenching and installation of meters, but perhaps the greatest benefit is providing shelter lighting without the utility bills that that come with conventional lighting.

Solar Lighting Safety

Passenger safety is a key rating on many ridership surveys, and both Tolar and Urban Solar Corporation are committed to transit passenger safety. It is for this reason we design reliable systems that meet the level of safety and quality only Underwrites Laboratory (UL) certification can guarantee. Tolar is a UL compliant manufacturer subject to quarterly on-site UL inspection, assuring all UL testing and safety requirements are fulfilled. UL certification is a critical consideration for transit agencies, as it provides for the following benefits:

- UL is a Nationally Recognized Testing Laboratory (NRTL) listed by OSHA - https://www.osha.gov/dts/otpca/nrtl/
- UL is recognized under National Electrical Code (NEC) Article 690 as the approved safety standard
- UL tests and assures the highest level of safety compliance with National Fire Protection Association (NFPA) - http://www.nfpa.org/
- Systems are designed to ensure all components are properly sized and rated for optimum operation
- High quality components are thoroughly tested to guarantee performance and reliability
- UL protects the customer from liability of safety testing
- If non-UL systems are installed, all safety liability and associated testing costs fall on the customer
- UL certified systems must be installed in compliance with the manufacturer's instructions, ensuring highest levels of safety
- NEC requires detailed electrical diagrams which require technical expertise to assure safety
- Fully UL certified systems undergo the highest levels of stress testing to ensure fire resistance and safety

TOLAR TECHNICAL SPECIFICATIONS

On the following pages we have provided product specifications, descriptions, sample design drawings and supporting technical information for the transit shelters and passenger amenities Tolar has proposed for your project. The transit shelters and passenger amenities Tolar provides offer a unique and individual solution that enhances the passenger experience and improves the streetscape experience for your residents.

Tolar Model 28645-01:


ARTISTIC RENDER

- Tolar has 30+ years' experience in design and fabrication of transit shelters.
- Tolar is a Clark County Approved Fabricator and meets or exceeds International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.
- Tolar provides a Limited Lifetime Structural Warranty on shelter
- Tolar provides a minimum five (5) year warranty on all other components and finishes.
- Tolar will maintain inventory of replacement parts for ten years after delivery of shelter.
- Tolar shelters are 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.
- As designed, Tolar shelters are 100% complaint with ADA provisions and related Federal guidelines and shall remain compliant if installed per manufacturer instructions.
- Shelter includes two solar powered LED lights for passenger safety, and a standard 4' by 6' double sided advertising panel with solar powered LED lighting.

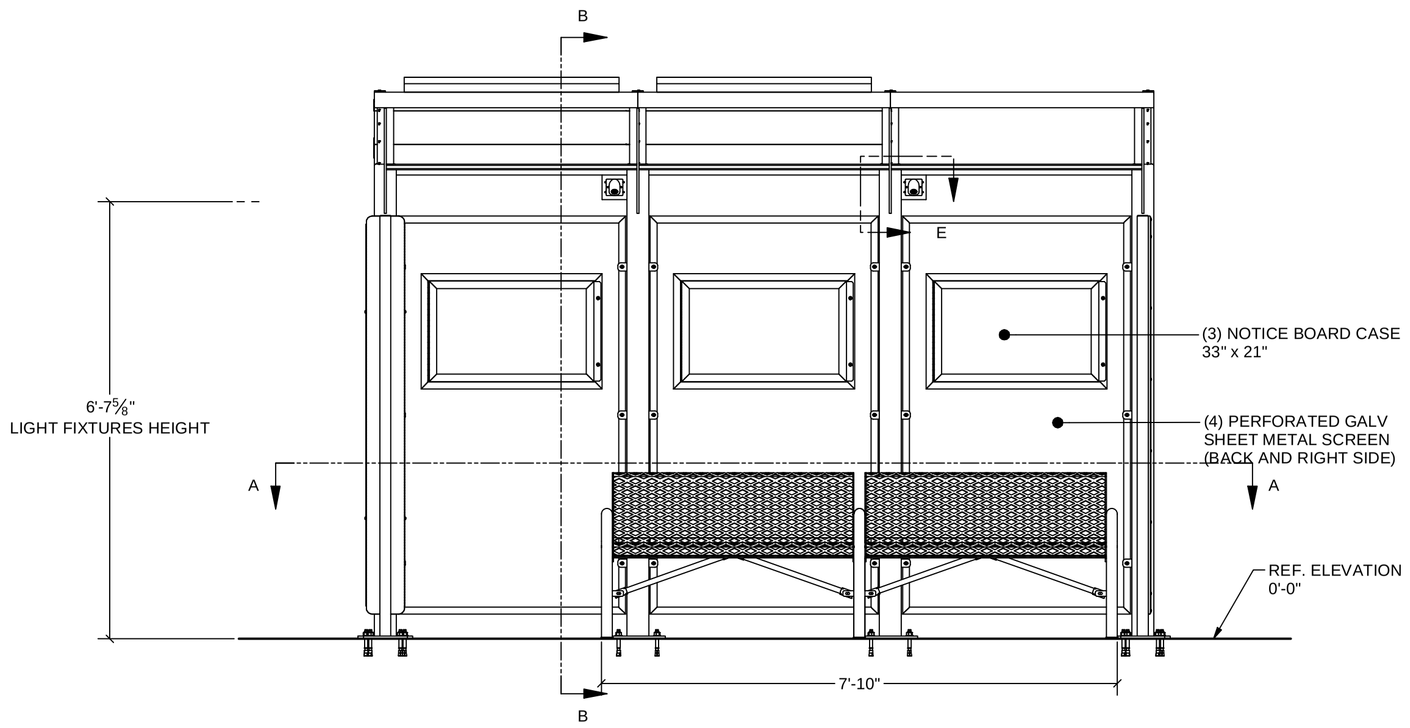
- Shelter includes three (3) map cases for mounting to the rear wall screens, and two (2) 4’ Contour benches for passenger comfort and convenience.

Tolar Model 28645-02:

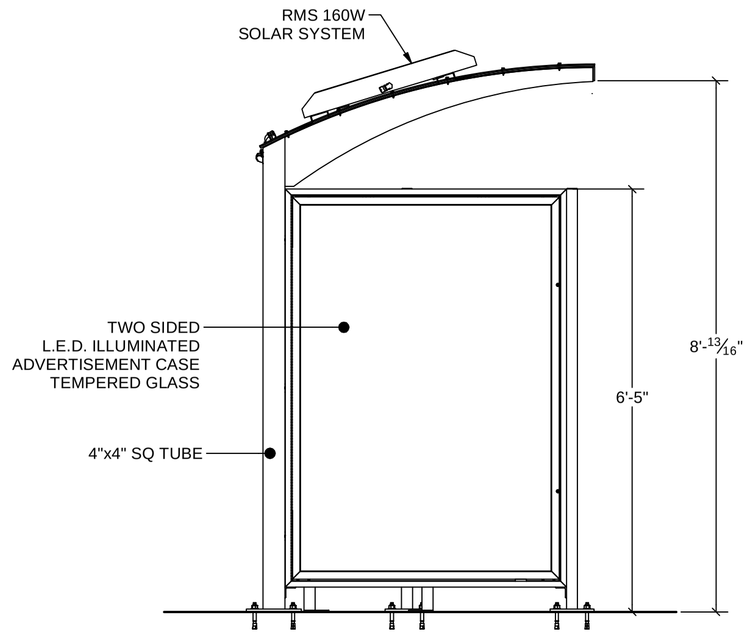


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- Shelter includes two solar powered LED lights for passenger safety, and a standard 4’ by 6’ double sided advertising panel with solar powered LED lighting.
- Shelter includes two (2) map cases for mounting to the rear wall screens, and one (1) 4’ Contour benches for passenger comfort and convenience.

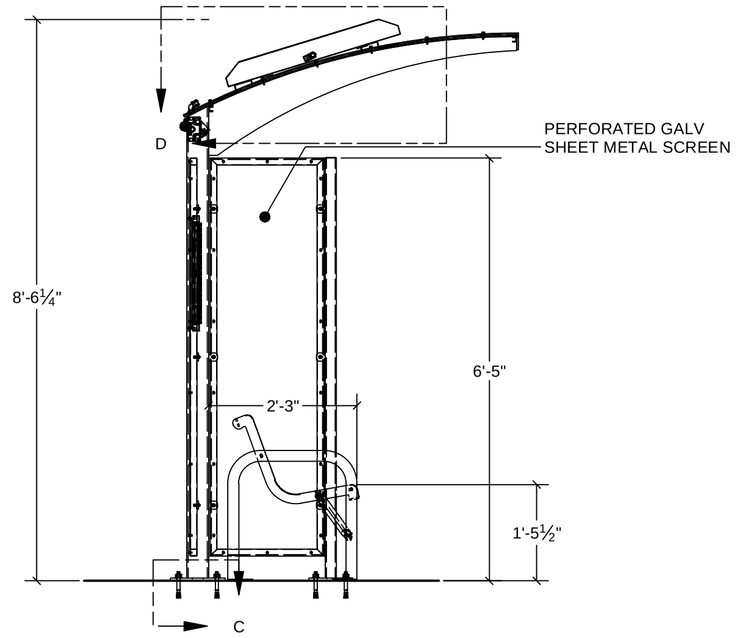
Additional product details are provided on the following pages.



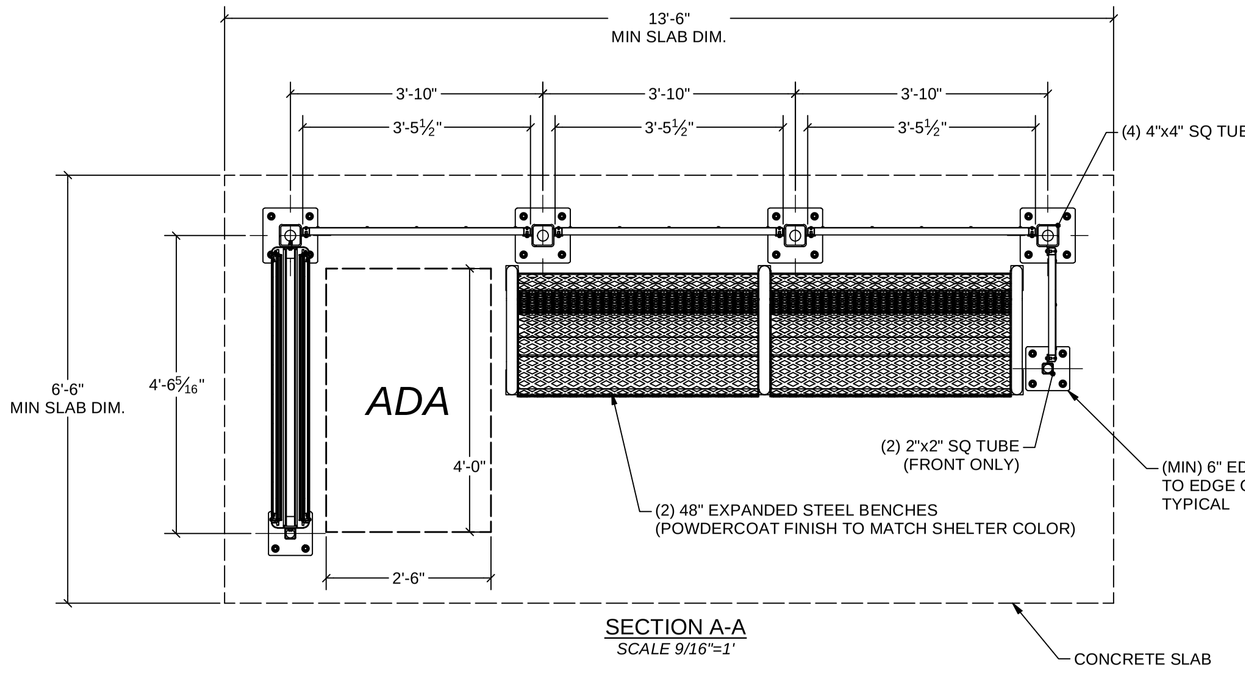
FRONT ELEVATION
SCALE 9/16"=1'



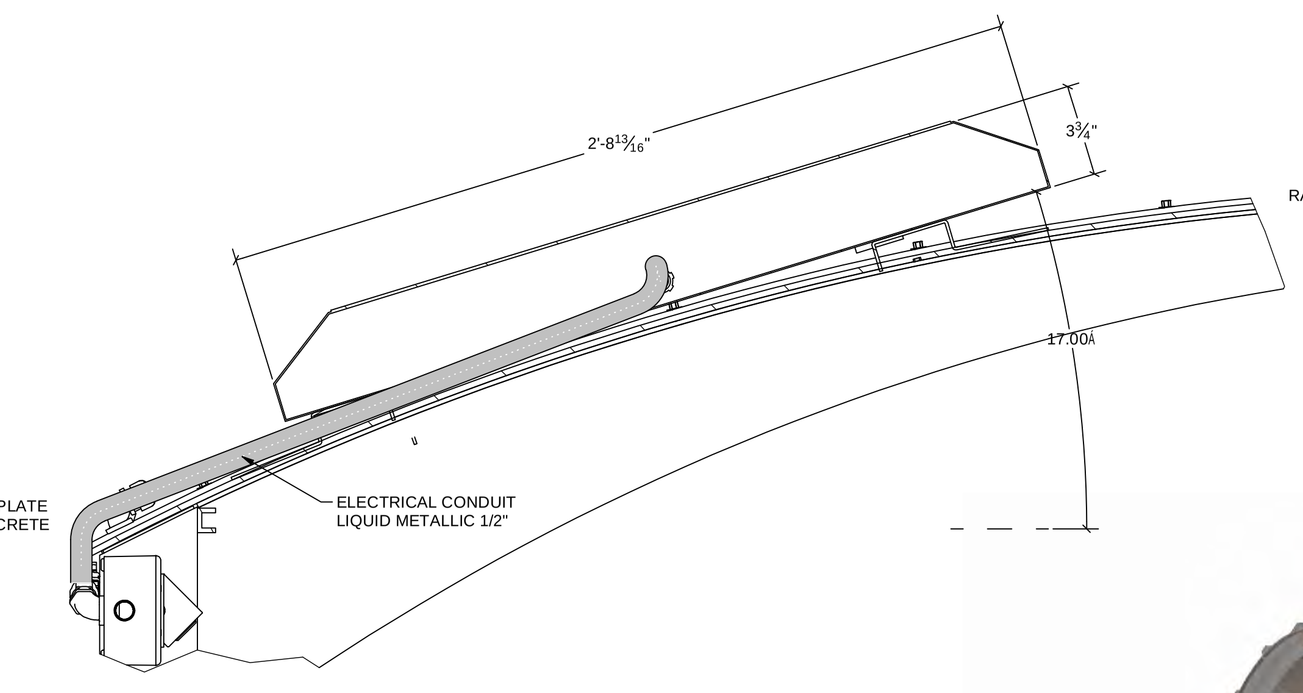
LEFT SIDE ELEVATION
SCALE 9/16"=1'

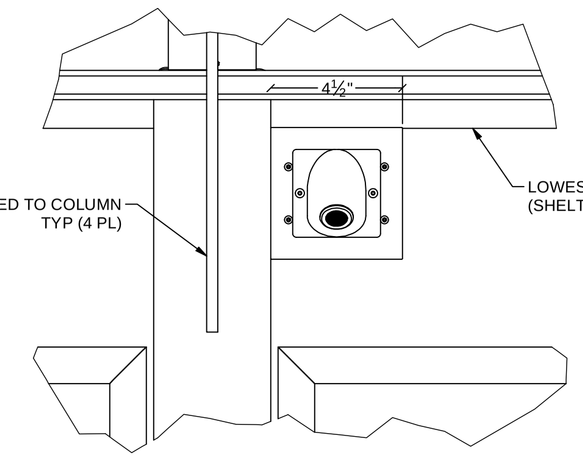


SECTION B-B
SCALE 9/16"=1'

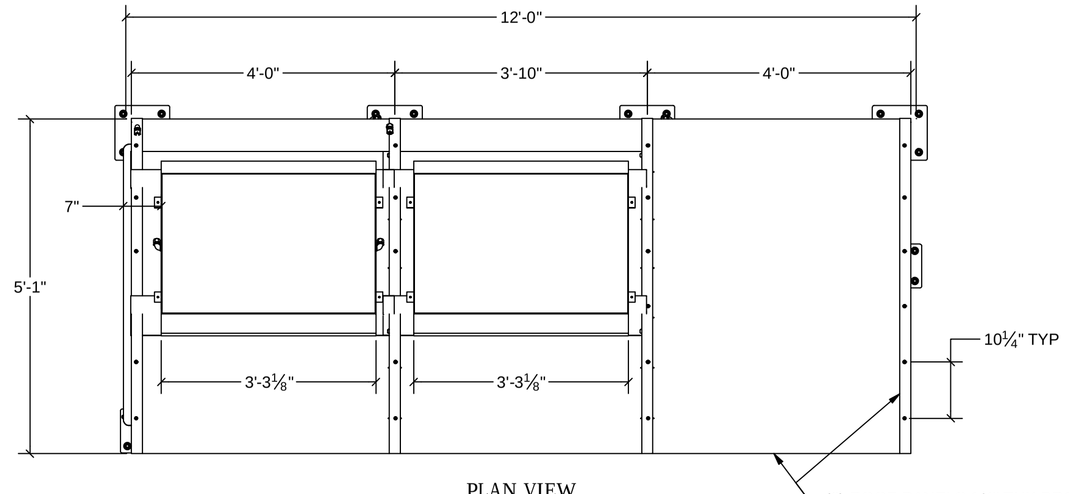


SECTION A-A
SCALE 9/16"=1'



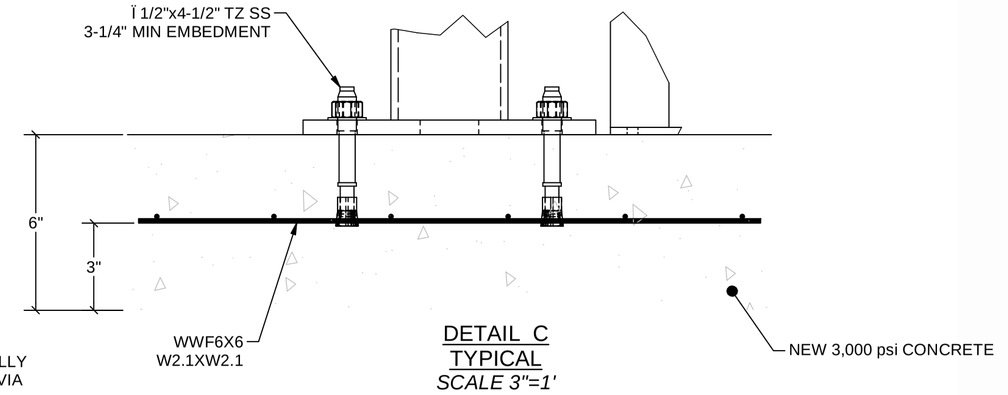


DETAIL E
SCALE 3"=1'



PLAN VIEW
SCALE 9/16"=1'

RMS 160W SOLAR SYSTEM
DETAIL D
SCALE 2 1/2"=1'



DETAIL C
TYPICAL
SCALE 3"=1'



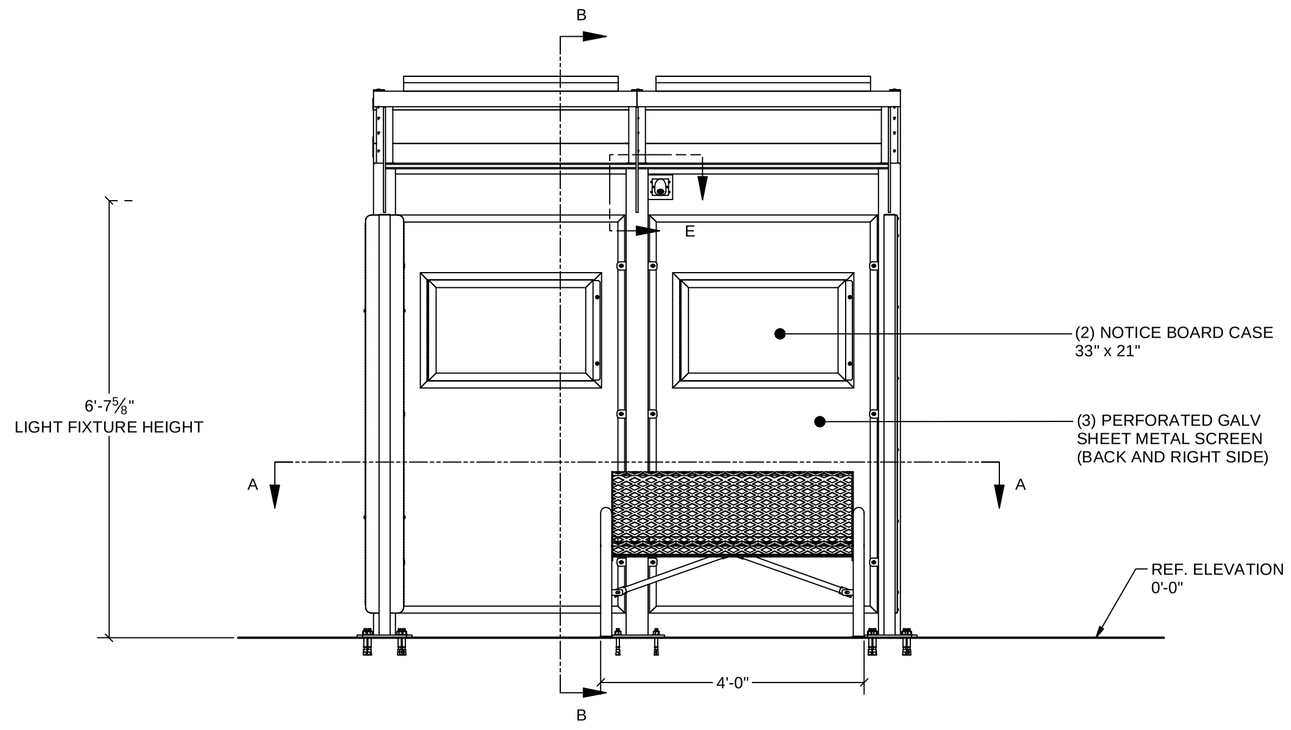
ARTISTIC RENDER

GENERAL NOTES
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.

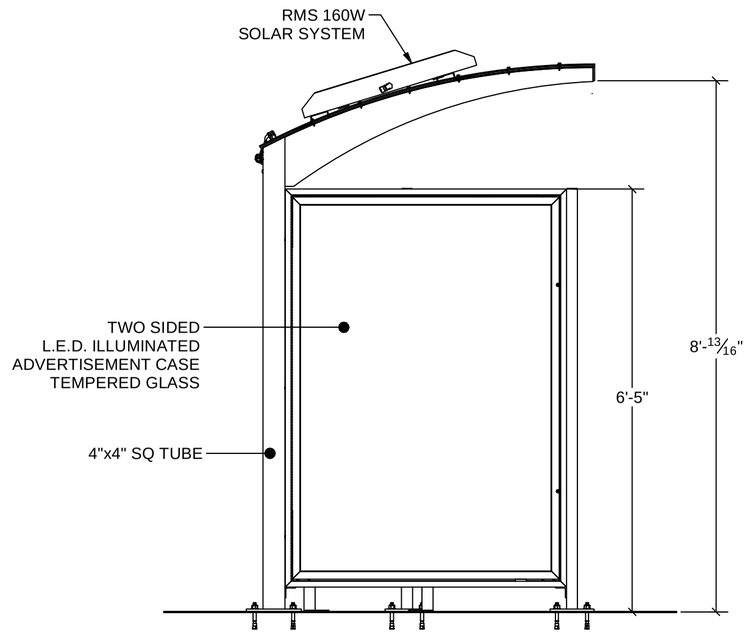
Tolar Manufacturing Company, Inc
258 Mariah Circle, Corona CA. 92879

DESCRIPTION: 12' BUS SHELTER			
CUSTOMER/VENDOR: CITY OF *LUBBOCK*, TX			SHEET NO.: 1 OF 1
SIZE: D	MATL: MISCELLANEOUS	DWG NO.: 28645-01	REV. NO.:
SCALE: AS NOTED	DATE: 8/24/2016	DRAWN BY: cgarcia	

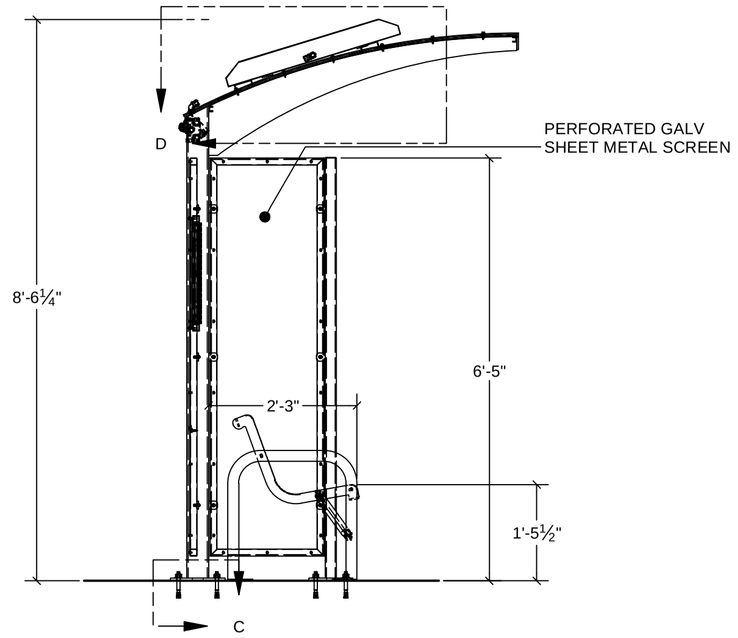
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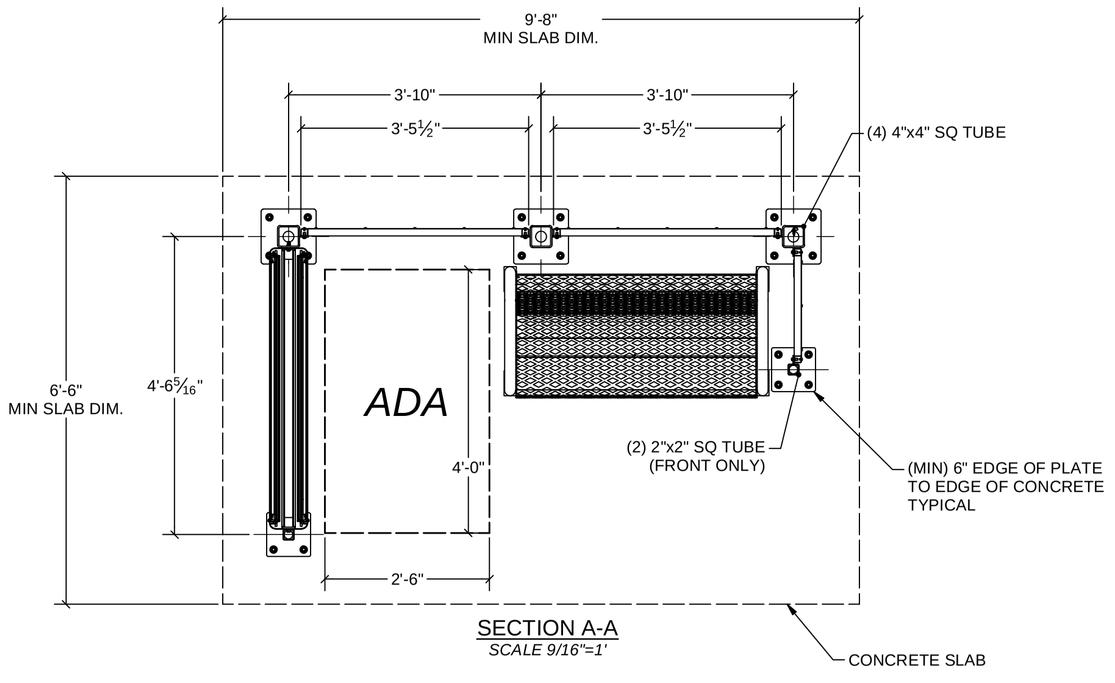
FRONT ELEVATION
SCALE 9/16"=1'



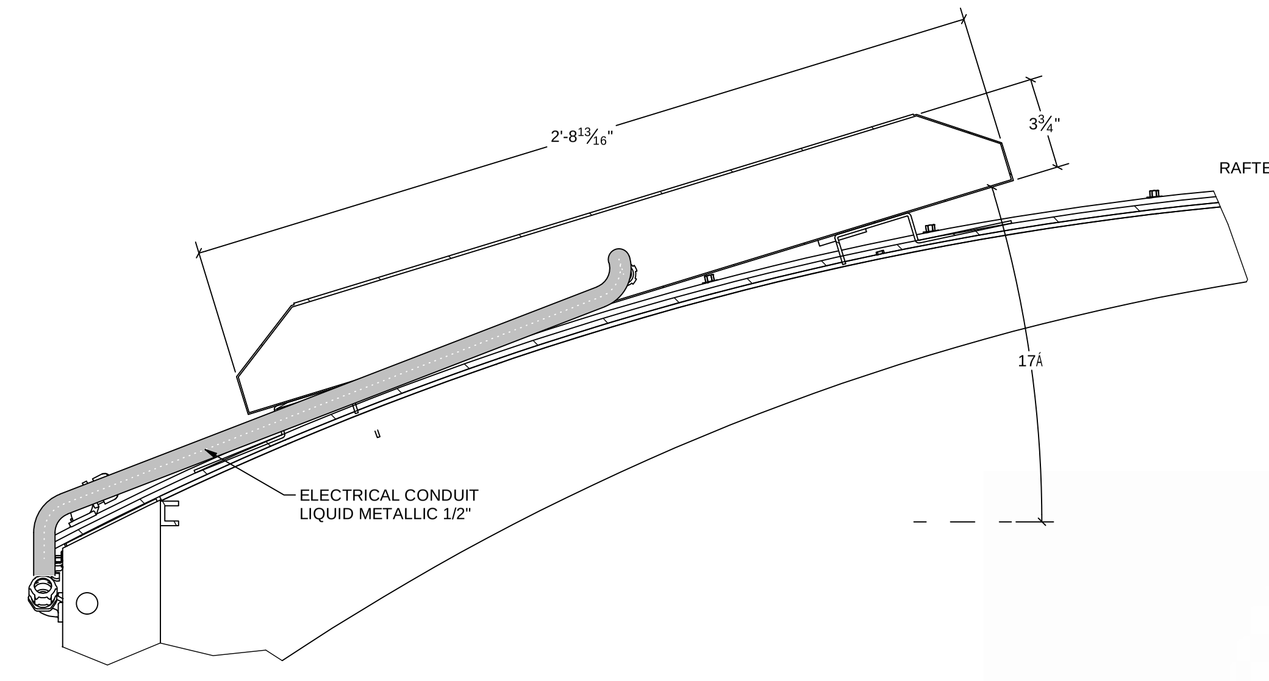
LEFT SIDE ELEVATION
SCALE 9/16"=1'



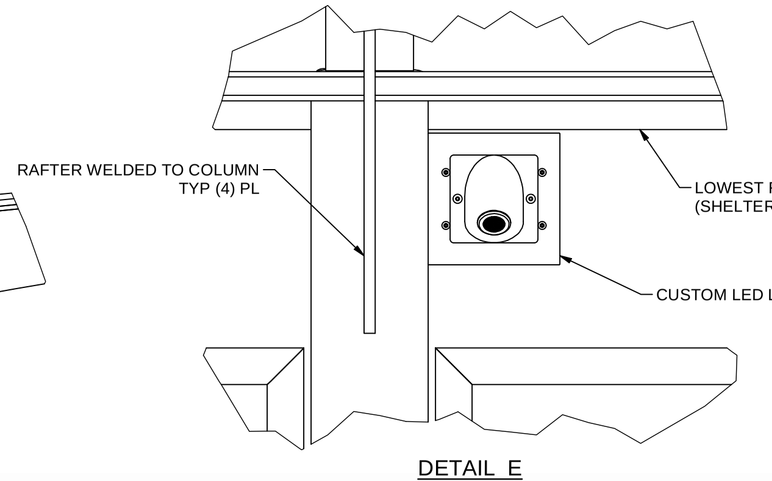
SECTION B-B
SCALE 9/16"=1'



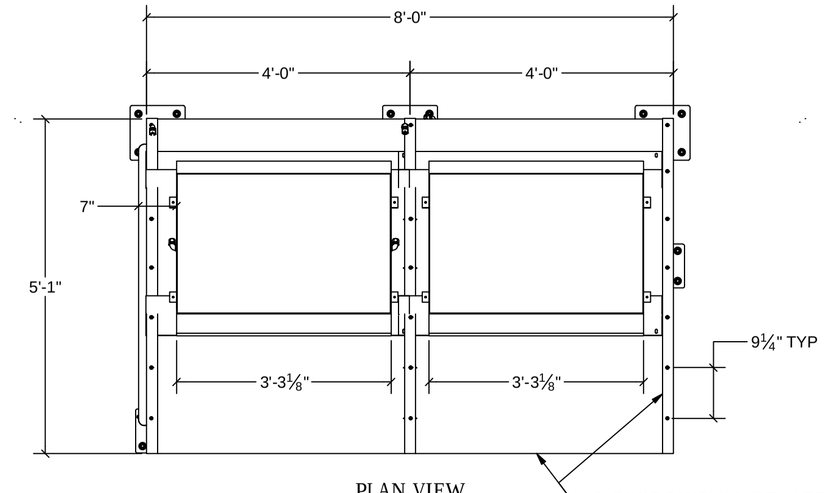
SECTION A-A
SCALE 9/16"=1'



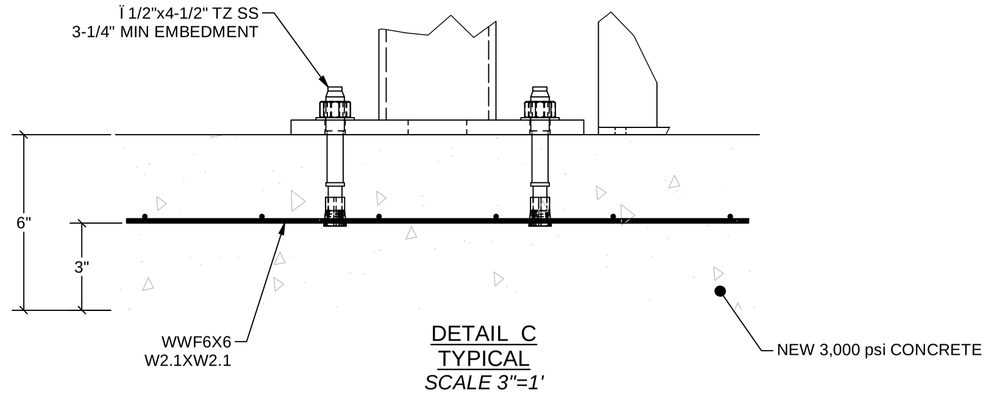
RMS 160W SOLAR SYSTEM
DETAIL D
SCALE 2 1/2"=1'



DETAIL E
SCALE 3"=1'



PLAN VIEW
SCALE 9/16"=1'



DETAIL C
TYPICAL
SCALE 3"=1'



ARTISTIC RENDER

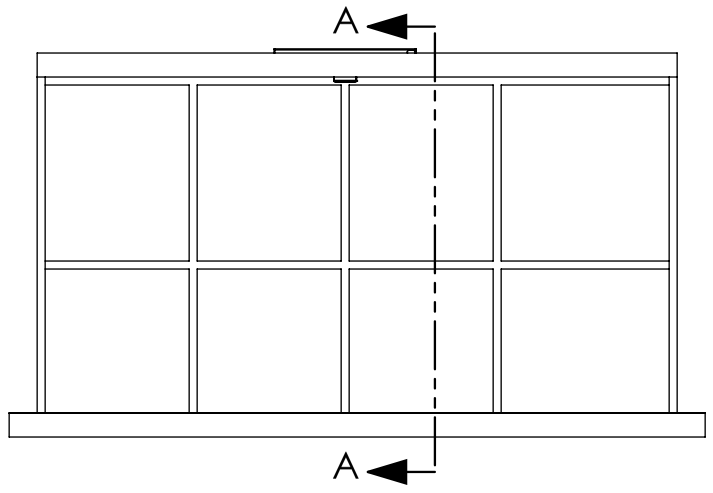
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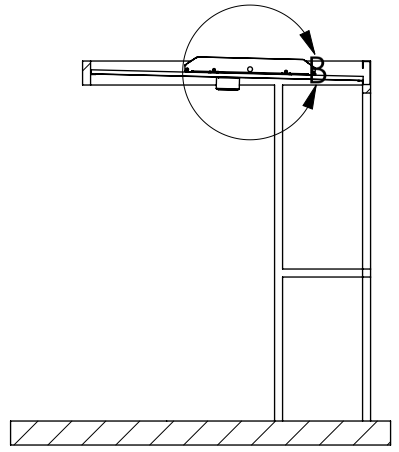
TOLAR

Tolar Manufacturing Company, Inc
258 Mariah Circle, Corona CA. 92879

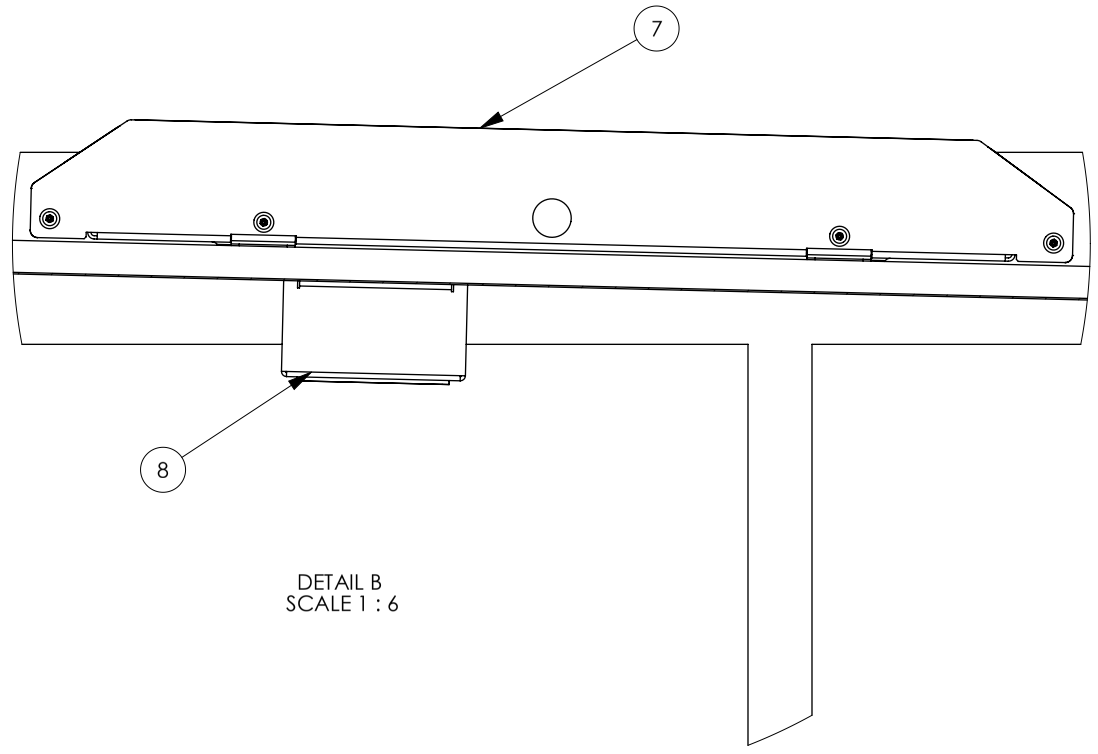
DESCRIPTION: 8' BUS SHELTER			
CUSTOMER/VENDOR: CITY OF LUBBOCK, TX			SHEET NO.: 1 or 1
SIZE: D	MATL: MISCELLANEOUS	DWG NO.: 28645-02	REV. NO.:
SCALE: AS NOTED	DATE: 8/24/2016	DRAWN BY: cgarcia	

T:\Engineering\CARLOS GARCIA\EL PASO - TX\28645-02.idw



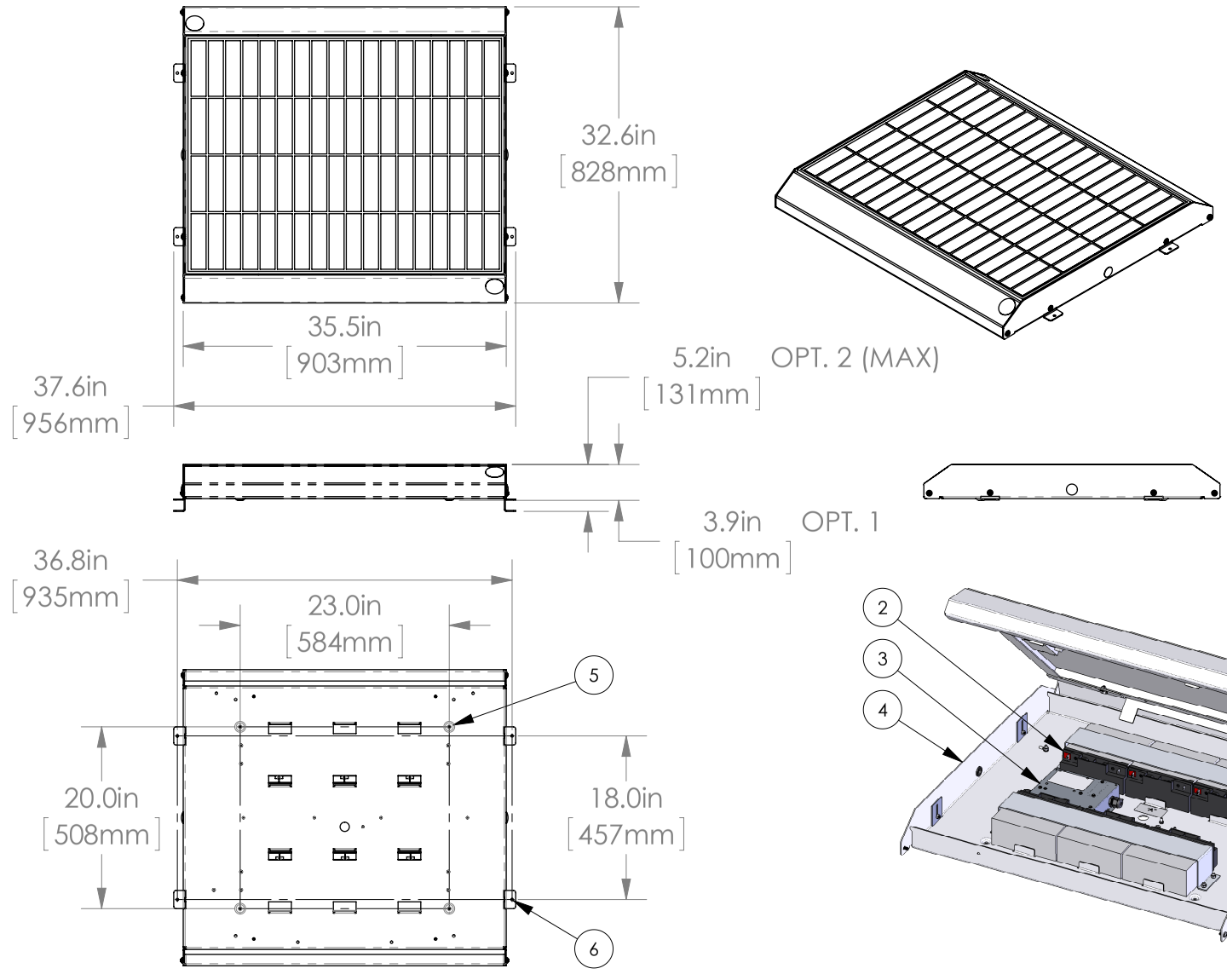


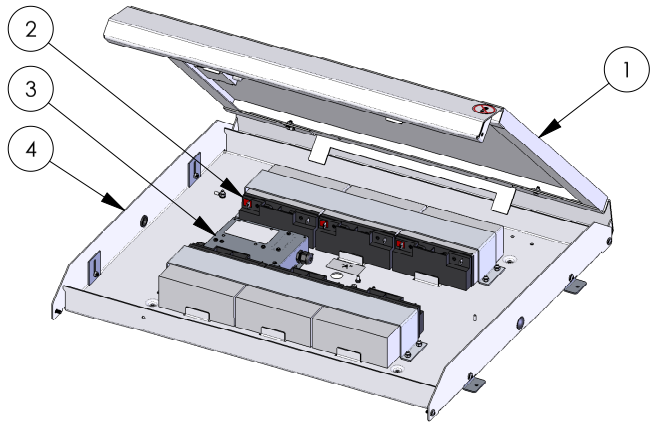
SECTION A-A
SCALE 1 : 48



DETAIL B
SCALE 1 : 6

TYPICAL INSTALLATION





NOTES:
1. SOLAR ARRAY
2. BATTERY BANK
3. USC ECM
4. CHASSIS - 10 GA ALUMINUM
5. MOUNTING OPTION 1 - FIXED HEIGHT .19" SURFACE TO RMS UNDERSIDE CLEARANCE 4X CLEARANCE HOLES FOR 1/4" HARDWARE
6. MOUNTING OPTION 2 - ADJUSTABLE HEIGHT .19 - 1.40" SURFACE TO RMS UNDERSIDE CLEARANCE 4X CLEARANCE HOLES FOR 1/4" HARDWARE
7. RMS-100 MOUNTED DIRECTLY TOROOF STRUCTURE - OPTION 1 SHOWN (USE OPTION 2 WITH STANDING SEAM ROOF)
8. REMOTELY MOUNTED LED LUMINAIRE - 8W ROUND IN VANDAL RESISTSANT HOUSING SHOWN

OPERATING PROFILE DEPENDENT ON GEOGRAPHIC LOCATION. PLEASE CONTACT URBAN SOLAR FOR ASSISTANCE WITH LIGHTING DESIGN.

c UL us
LISTED
E484659
DISTRIBUTED GENERATION
POWER SYSTEMS ACCESSORY
EQUIPMENT

SPECIFICATIONS:

SOLAR ARRAY (W): 100
NOM. SYSTEM VOLTAGE (VDC): 12
MAX. BATTERY BANK (Ah): 108
BATTERY TYPE: SEALED LEAD ACID (SLA)
CONTROLLER: USC ECM C/W REAL TIME CLOCK
CHASSIS MATERIAL: ALUMINUM
CHASSIS COATING: POWDER COAT - POLYESTER
SYSTEM WEIGHT (lbs): 99 (4 BATT), 112 (5 BATT), 125 (6 BATT)

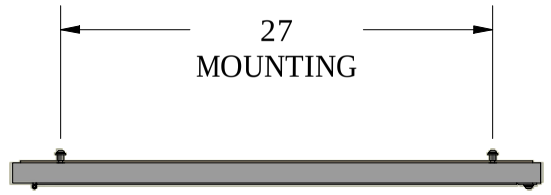
PROPRIETARY
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DRAWN BY: D HANKE
DATE: 22-JUL-2020

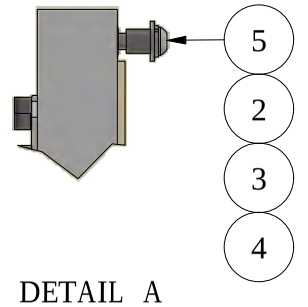
TITLE: **RMS-100 - ROOF MOUNTED SHELTER LIGHTING SYSTEM**

DRAWING NO: 12053
REVISION: A
PAGE: 1/1

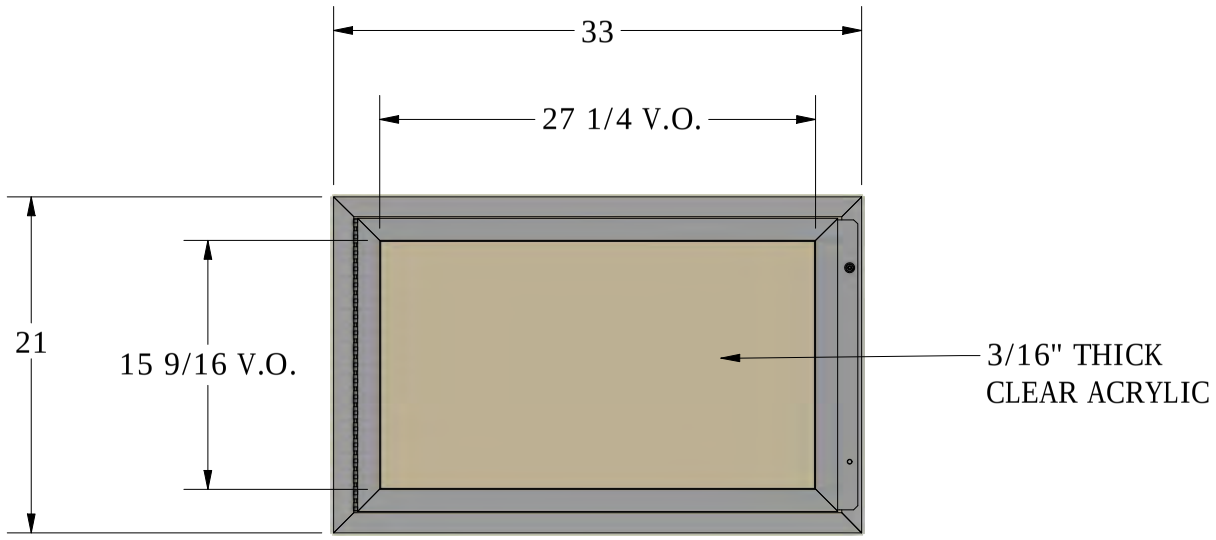
urbansolar
Urban Solar®
1880 SW Merlo Drive
Beaverton, OR, USA 97003
(T) 503-356-5516



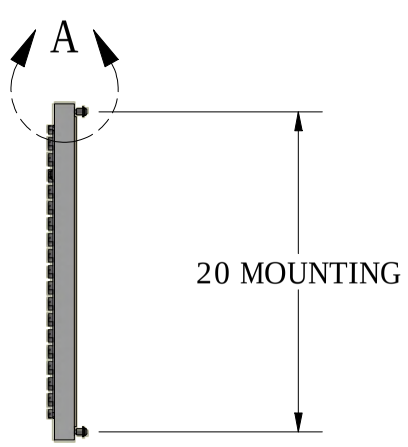
TOP VIEW
SCALE 1"=1'-0"



DETAIL A
SCALE 4"=1'-0"



FRONT VIEW
SCALE 1"=1'-0"



SIDE VIEW
SCALE 1"=1'-0"

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	42505-00	MAP CASE, SIDE HINGED
2	4	1029010	SLEEVE BEARING 1/4" I.D X 3/8" LENGTH
3	4	8684053	1/4" FLAT WASHER STN. STL.
4	4	8703049	1/4" LOCK WASHER SS, SPRING LOCK
5	4	8383150	MACH. SCREW 1/4"-20 X 1 1/2" BTN. HD. TP. STN. STL.
6	1	1106040	BIT, T-27

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF **TOLAR MFG.** AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM **TOLAR MFG.** ALL DOCUMENTS TO BE RETURNED TO TOLAR **MFG.**. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO **TOLAR MFG.**. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

TOLAR
DURABILITY WITH DISTINCTION
TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

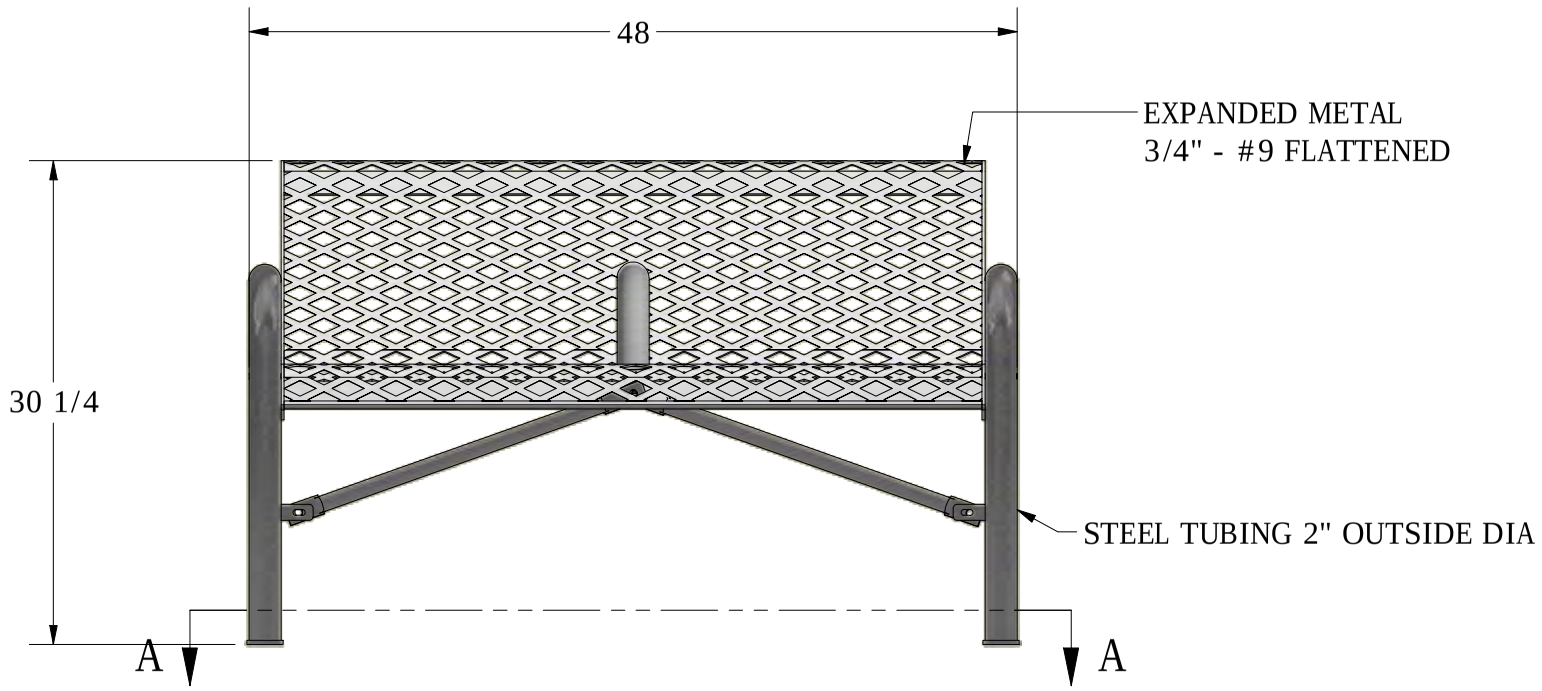
DESCRIPTION: MAP CASE, SIDE HINGED, 33 x 21 (GLASS MOUNTED)

CUSTOMER/VENDOR: EL PASO, TX | PAGE: 1 OF 1

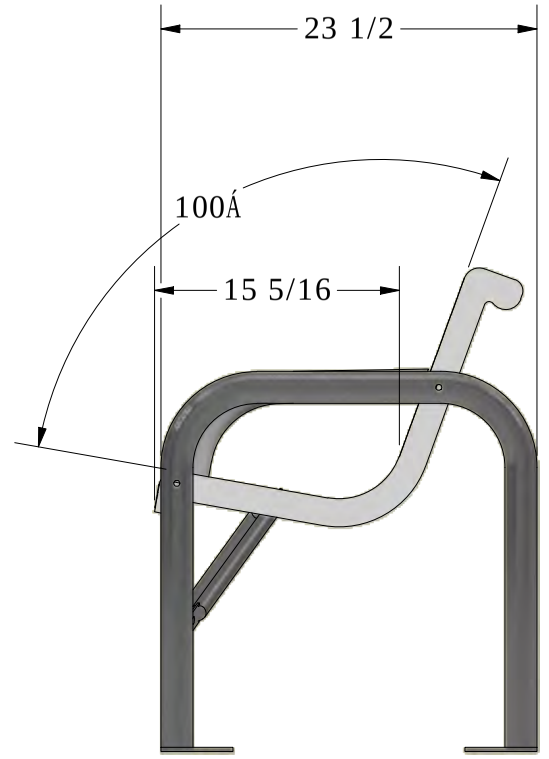
SIZE: B | MATL.: VARIES | DWG NO.: 42504-00 | REV: -

SCALE: AS NOTED | DATE: 8/2/2021 | DRAWN BY: RFarr

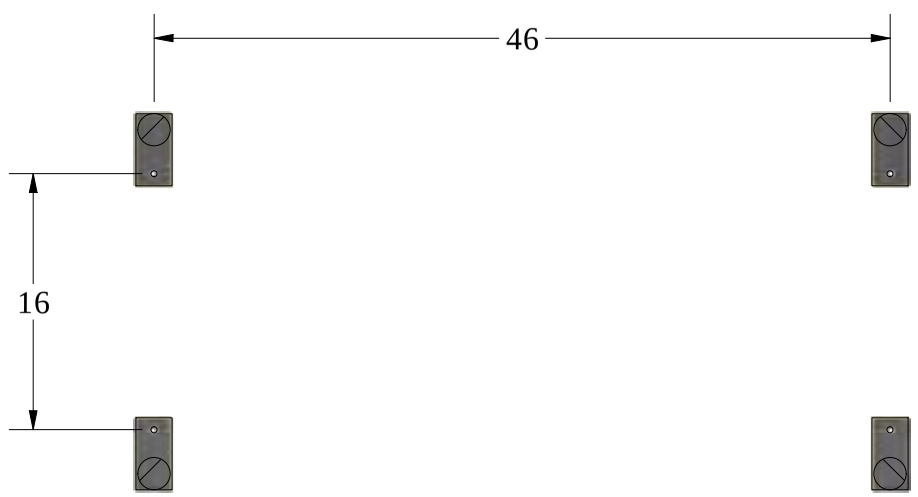
T:\Inventor\Map Cases\42504-00.idw



FRONT VIEW
SCALE 1"=1'-0"



SIDE VIEW
SCALE 1"=1'-0"



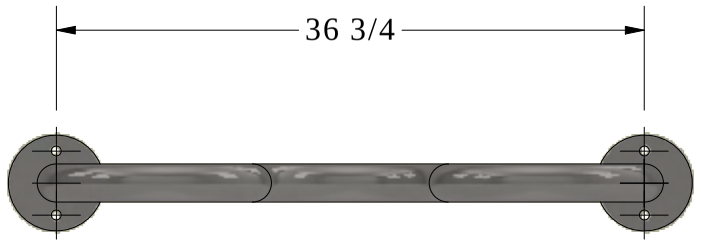
SECTION A-A
SCALE 1"=1'-0"

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF **TOLAR MFG.** AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM **TOLAR MFG.** ALL DOCUMENTS TO BE RETURNED TO TOLAR **MFG.**. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO **TOLAR MFG.**. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

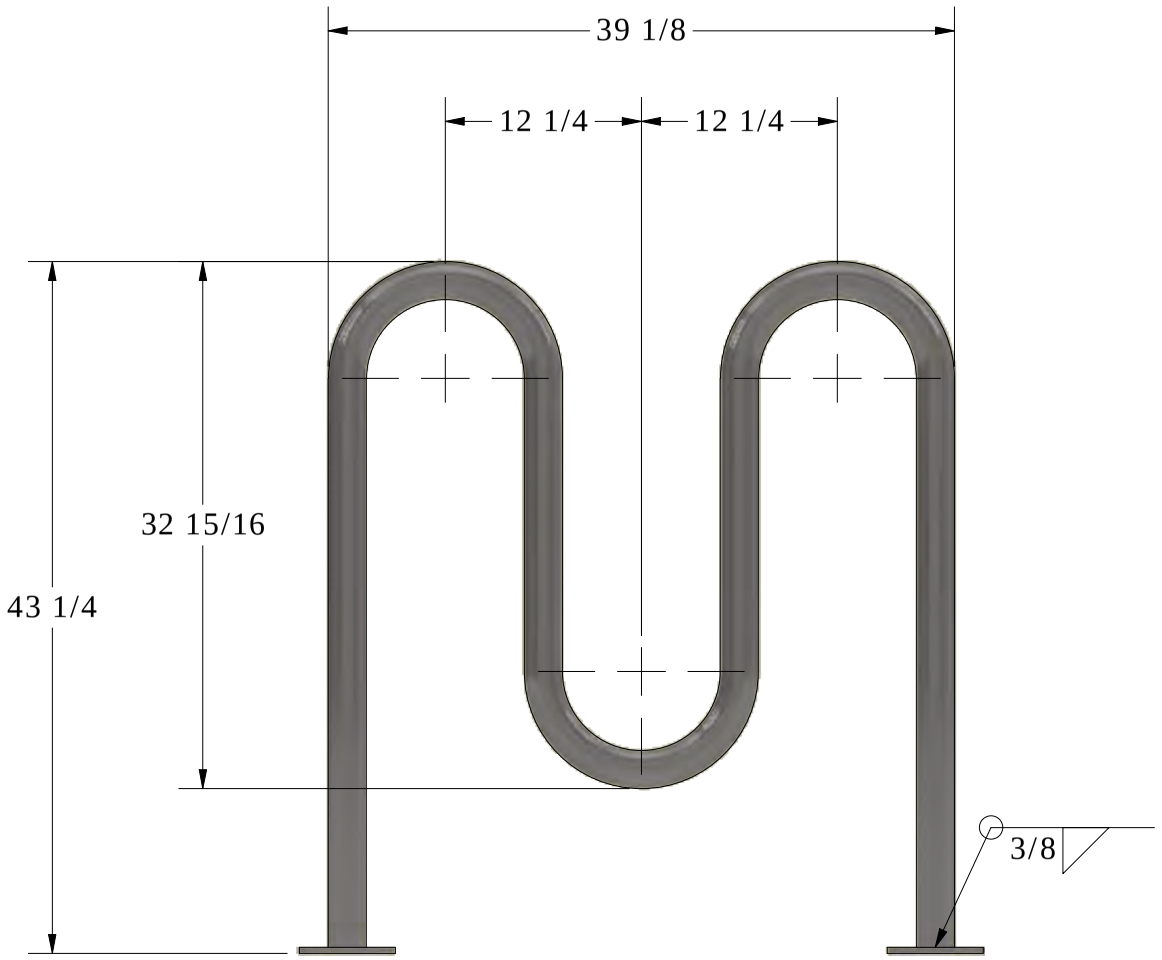
TOLAR
DURABILITY WITH DISTINCTION
TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION	48BNCHEXP		
CUSTOMER/VENDOR	EL PASO, TX	PAGE:	1 OF 1
SIZE: B	MATL.: ALL STEEL	DWG NO.: 42270-00	REV: -
SCALE: AS NOTED	DATE: 8/2/2021	DRAWN BY:	RFarr

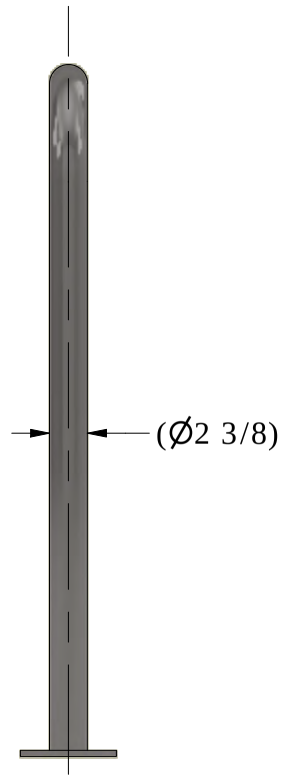
T:\Inventor\Benches\42270-00.idw



TOP VIEW
SCALE 1"=1'-0"



FRONT VIEW
SCALE 1"=1'-0"



SIDE VIEW
SCALE 1"=1'-0"

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	42268-00	BIKE LOOP, DOUBLE
2	1	42269-00	SHOE FLANGE

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TOLAR
DURABILITY WITH DISTINCTION
TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION: BIKE LOOP WELDMENT

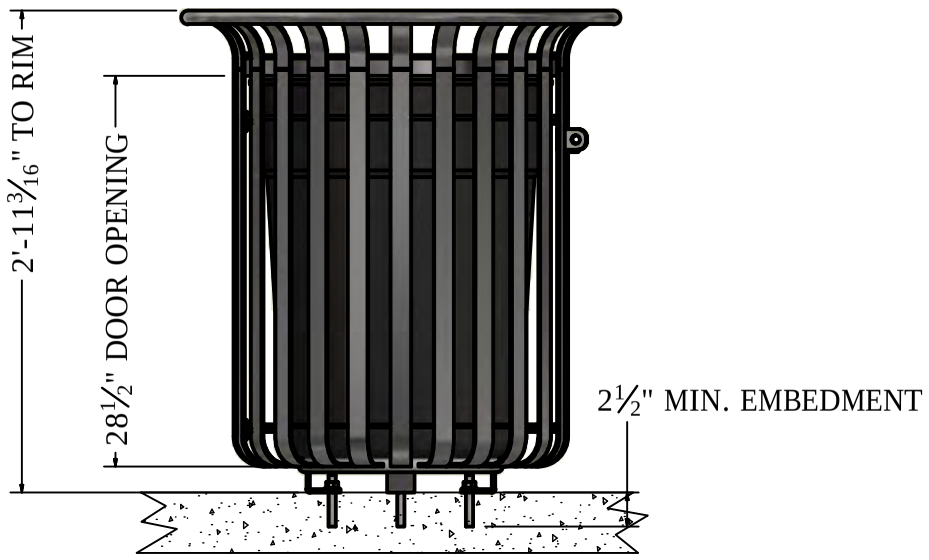
CUSTOMER/VENDOR: EL PASO, TX

PAGE: 1 OF 1

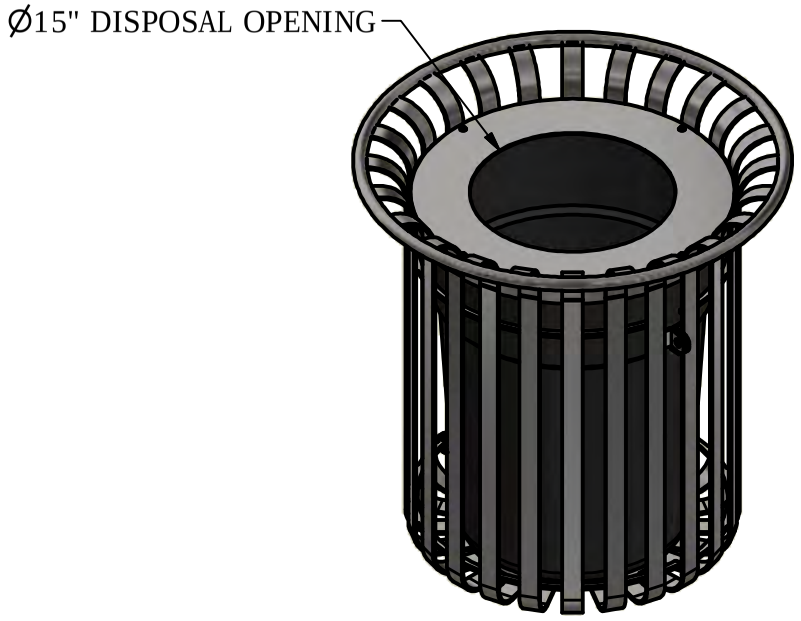
SIZE: B | MATL.: ALL STEEL | DWG NO.: 38035-00 | REV: -

SCALE: AS NOTED | DATE: 8/2/2021 | DRAWN BY: RFarr

T:\Inventor\BIKE RACKS\38035-00.idw



FRONT PERSPECTIVE
& ANCHORING DETAIL

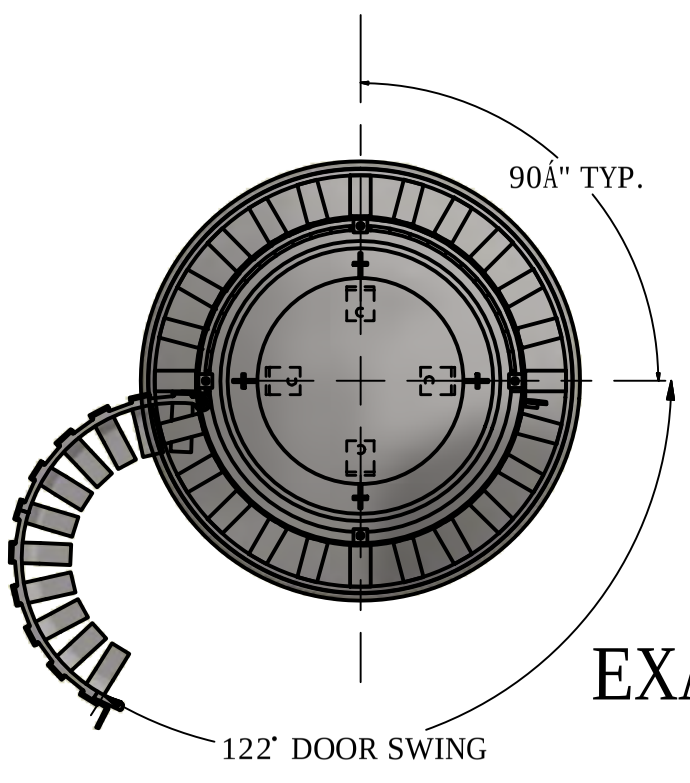


ISOMETRIC PERSPECTIVE
WASTE DISPOSAL OPENING DETAIL

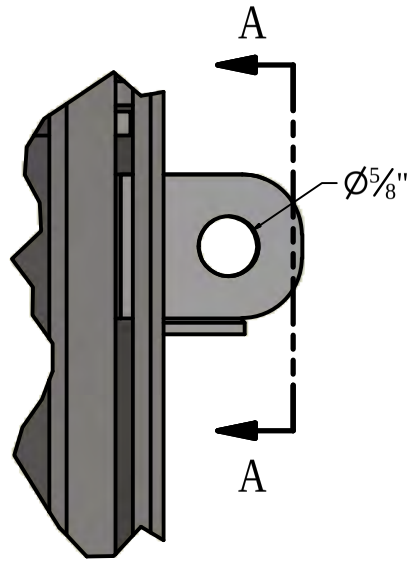
CONFIGURATION A	
1	PLANT 1
2	PLANT 2

CONFIGURATION B - ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL - SPECIFIED ON SALES ORDER

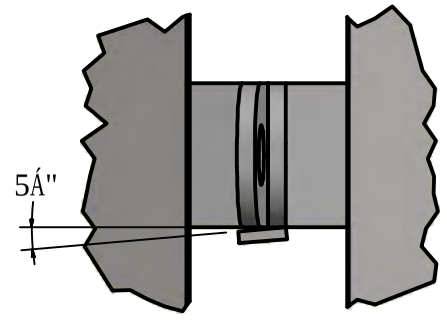
CONFIGURATION C - FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL - SPECIFIED ON SALES ORDER



TOP PERSPECTIVE
& DOOR SWING DETAIL



LATCH (LOCK HOLE) DETAIL



SECTION: A-A
LATCH RAMP DETAIL
SLIGHTLY ANGLED DOWNWARD
(5˚) FOR EASE OF ACCESS

EXAMPLE: 3 2 9 1 5 - 1 1 1

DRAWING NUMBER — CONFIGURATION A — CONFIGURATION B — CONFIGURATION C

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TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION: 32G. TRASH CAN W/ HINGE DOOR / PADLOCK

CUSTOMER/VENDOR	PG.
TOLAR STD.	1 OF 1

SIZE	MATL.	DWG NO.	REV
B	MILD STL.	32915-00	

SCALE	DATE	DRAWN BY:
	2/14/2018	RFarr

T:\Inventor\Trash Cans\32915-00.idw

TOLAR
MANUFACTURING

INSTALLATION INSTRUCTIONS

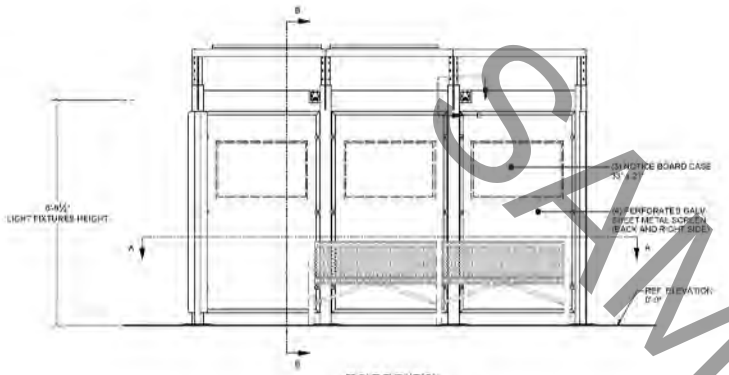


SAMPLE ONLY

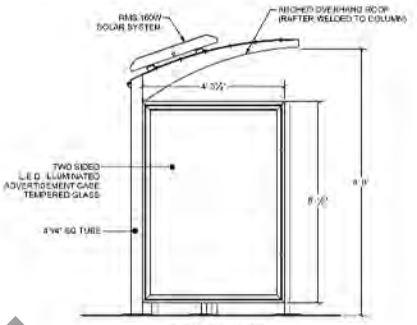
MODEL 28645-00

12’ AD CUSTOM DOME SHELTER

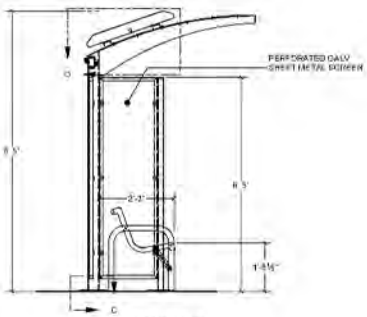
TOLAR MANUFACTURING COMPANY INC.
TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING
258 MARIAH CIRCLE, CORONA, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | WWW.TOLARMFG.COM



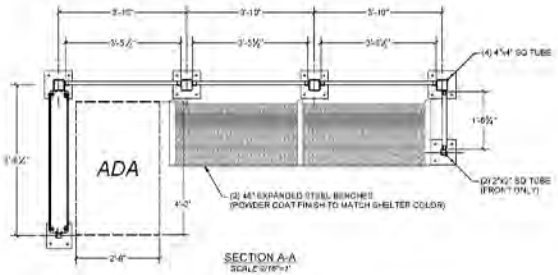
FRONT ELEVATION
SCALE 9/16"=1'



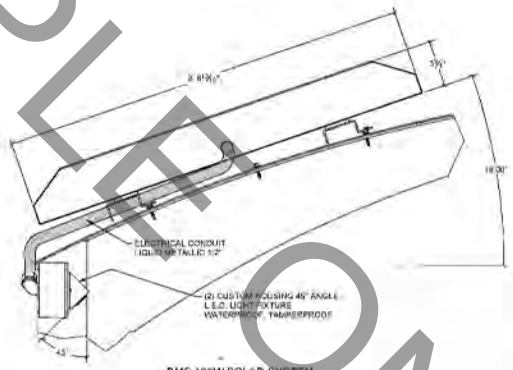
LEFT SIDE ELEVATION
SCALE 9/16"=1'



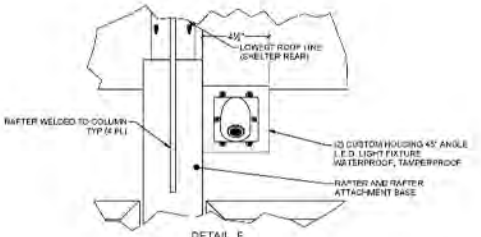
SECTION B-B
SCALE 9/16"=1'



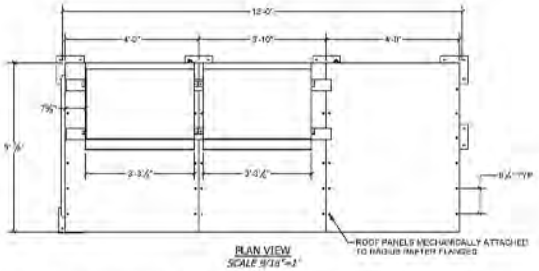
SECTION A-A
SCALE 9/16"=1'



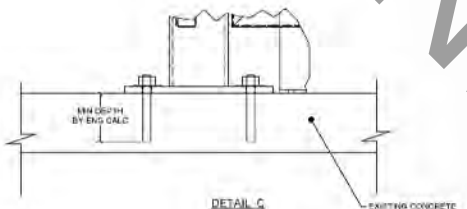
RMS 180W SOLAR SYSTEM
DETAIL D
SCALE 2 1/2"=1'



DETAIL E
SCALE 3"=1'



PLAN VIEW
SCALE 9/16"=1'



DETAIL C
TYPICAL
SCALE 3"=1'



ARTISTIC RENDER

GENERAL NOTES
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E7018-1.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-98. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.

	Tolar Manufacturing Company, Inc 258 Marian Circle, Corona CA. 92879
	12 BUS SHELTER
	CITY OF EL PASO, TX
TOLAR JOB #	MISCELLANEOUS
WORK ORDER #	28545-00
AS NOTED	8/24/2016

SAMPLE ONLY

Step 1: Verify Parts and Components Prior to Installation

1. Verify shipment content in the crates by comparing packing list documents vs. shipment quantities (packing list will be included with this document and inside shipping crates/pallets).

2. It is recommended to locate and identify all parts that conform the order and prepare them for the installation process.

3. Report any missing items to Tolar Mfg. customer service within 48 hours of receipt. (951)808-0081 customerservice@tolarmfg.com

4. Use this document and packing list as a reference to perform the shelter installation.

5. Verify that concrete slab is leveled and clear of any interference for the placement of the anchor bolts and shelter attachment points. A layout of the placement of the shelter and its components prior to drill any holes in the slab is recommended.

SAMPLE ONLY

Step 2: Shelter Assembly – Rear Columns

The base structure of the shelter consists of:

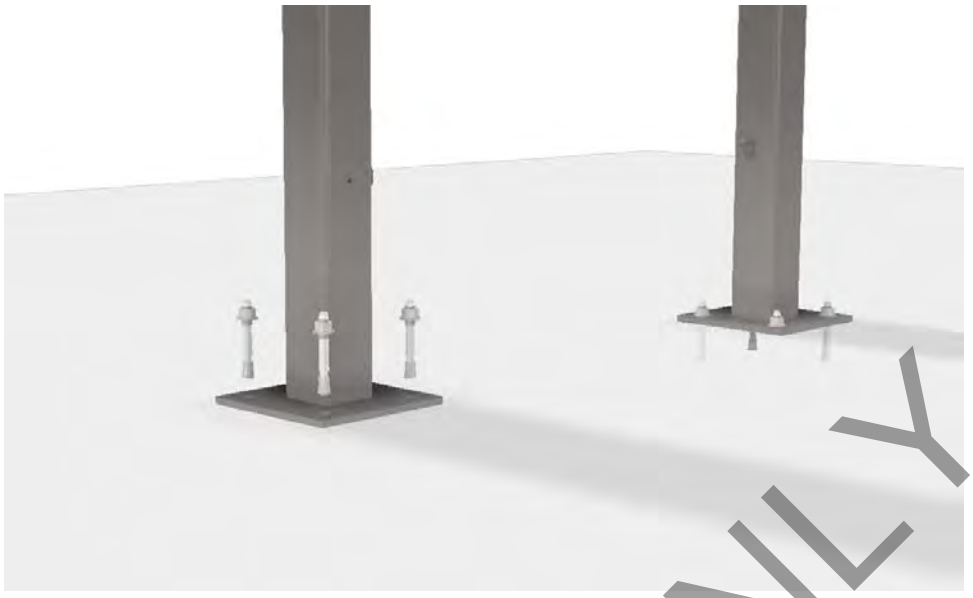
1. four sets of rear back columns,
2. front left ad box column,
3. and front right side wall column.

- Rear columns differ in three different types due to their features: Left rear column has wall connecting tabs protruding towards the right side to enable rear back wall connecting points.
- Center rear columns have protruding tabs in both directions (left and right) also with the purpose of enabling rear walls connecting points.
- Right rear column has wall connecting tabs protruding towards the left side to enable rear back wall connecting points also has connecting tabs protruding towards the front.



SAMPLE ONLY

- Each of the columns must be fastened to the concrete slab using the supplied Hilti expansion anchor bolts. Use anchor bolts manufacturer instructions to drill, clean insert and torque the bolts accordingly, (anchor manufacturer specification sheet is attached for reference).
- Use top level drawing 28645-00 as reference for layout/footprint spacing.
- Before proceeding to the following steps make sure all columns are aligned, leveled, and plumbed.



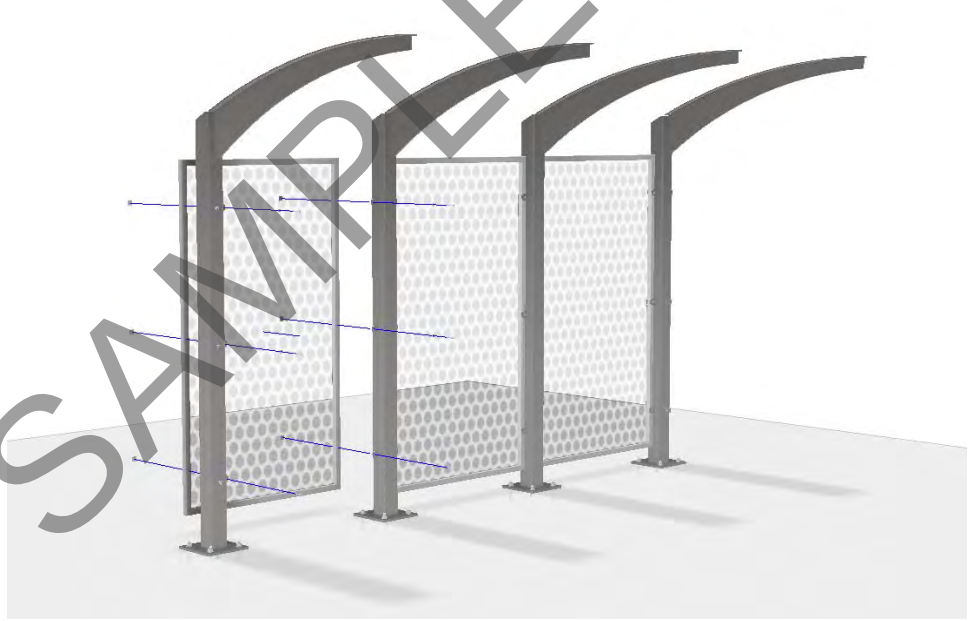
SAMPLE ONLY

Step 3: Shelter Assembly – Rear Wall Assembly

- Rear wall panels are identical in their dimensions and features.
- Install the panels with the visible frame facing the inside (front) of the shelter and the perforated sheet metal towards the outside (rear) of the shelter.
- Each wall panel has (3) holes in each side which coincide with the tab slots in the rear columns.
- Use (6) ¼-20x 3” + nut (tamper proof hardware), nut in the rear of the shelter to fasten wall panels to the mounting tabs on the column.



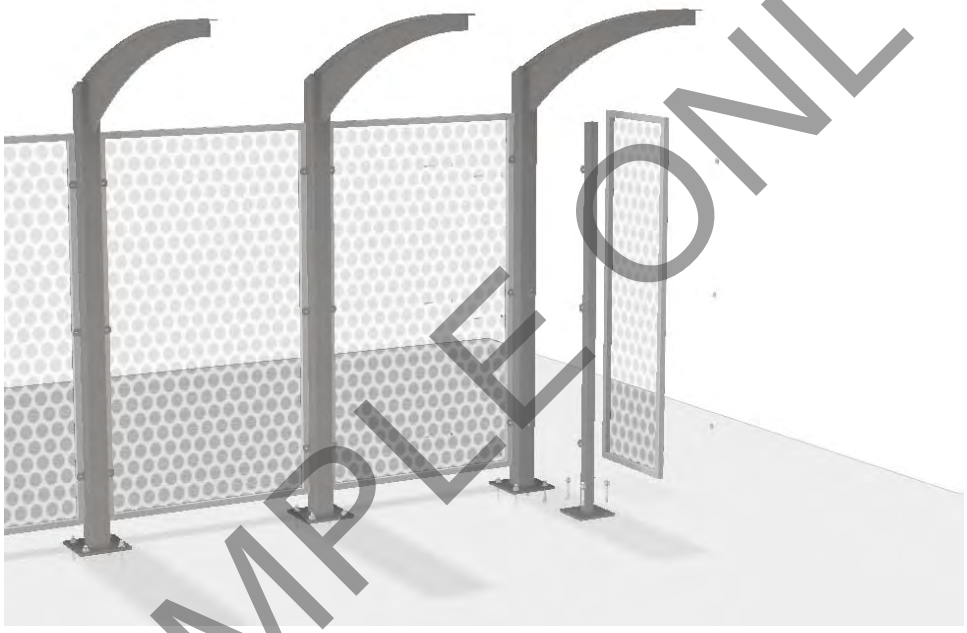




SAMPLE ONLY

Step 4: Shelter Assembly – Front Right Column

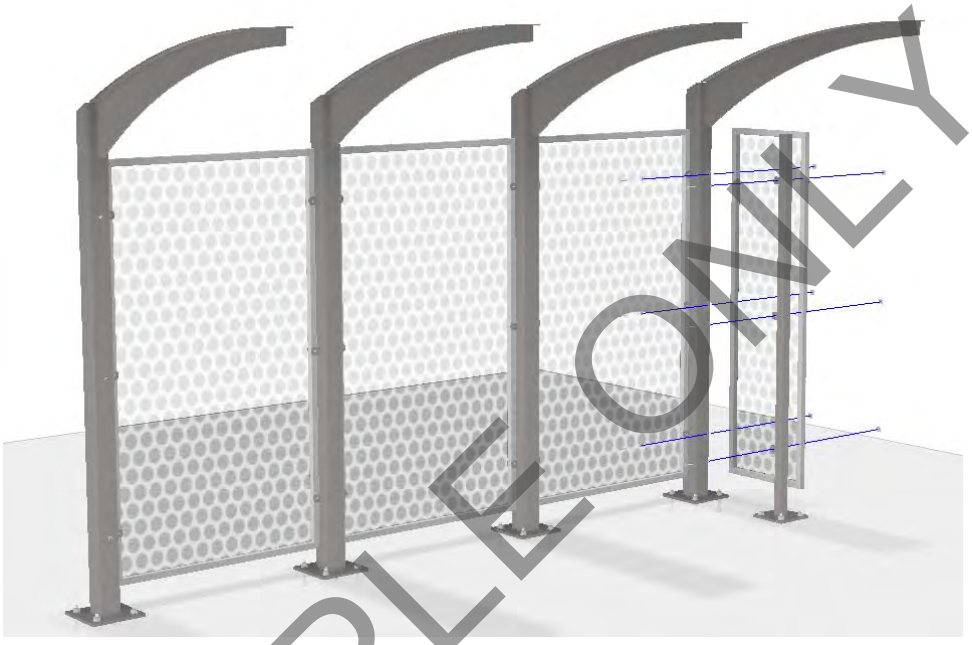
- Front right column provides a structural support to the side/end wall panel, which fastens mechanically.
- Please refer to top level drawing (28645-00) for distance and orientation of tabs in front column
- Fasten column base plate to concrete pad using the supplied expansion anchor bolts (4 per column).
- Use anchor bolts manufacturer instructions to drill, clean insert and torque the bolts accordingly.
- Anchor manufacturer specification sheet is attached for reference.



SAMPLE ONLY

Step 5: Shelter Assembly – Right End Wall

- Install the side wall panel assembly with the visible frame facing towards the inside of the shelter and the perforated sheet metal side facing towards the outside of the shelter.
- Side wall assembly has (3) holes in each side which coincide with the tab slots in the rear column and front right column.



- Use (6) ¼-20x 3” + nut (tamper proof hardware), nut in the rear right side of the shelter to fasten side wall.

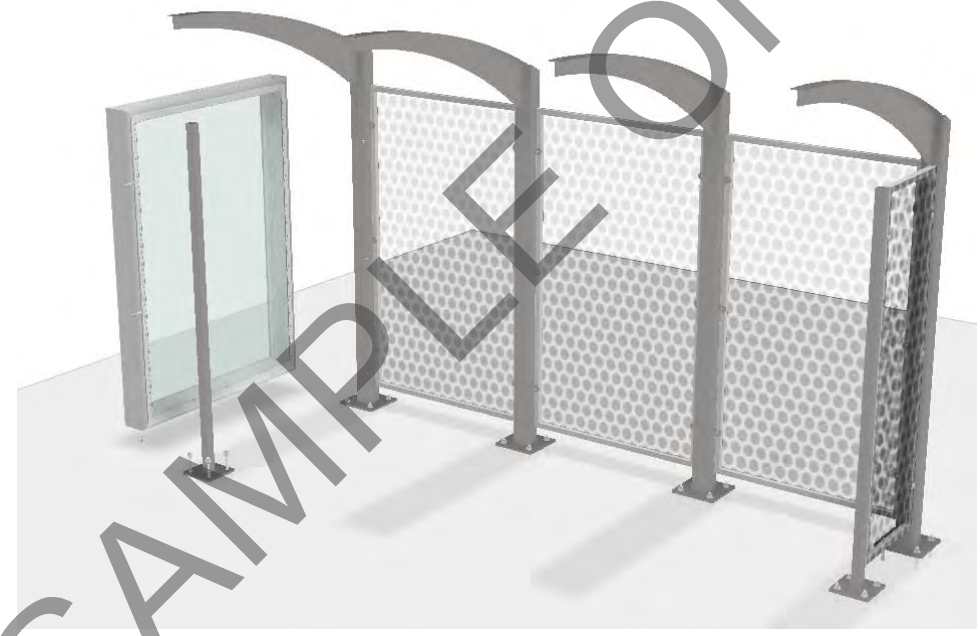




SAMPLE ONLY

Step 6: Shelter Assembly –Front Left Column

- Front left column provides a structural support to the AD BOX, which fastens mechanically to both front left column and rear left column.
- Please refer to top level drawing (28645-00) for distance and orientation of column holes in front column.
- Fasten its base plate using the supplied anchor bolts (4 per column).
- Use anchor bolts manufacturer instructions to drill, clean insert and torque the bolts accordingly
- Anchor manufacturer specification sheet is attached for reference.



SAMPLE ONLY

Step 7: Shelter Assembly – Ad Box

- Ad Box attaches to front left and rear left column.
- Orient the ad box so the door hinges are on the rear of the ad box, towards the back-rear shelter wall.
- There are three 3/8-16 threaded holes in the rear left column that match a pattern of holes in the ad box frame. Additionally, a 7/8" in diameter hole that will be used to run the wiring into the ad box that are coming from the RMS 80 solar system.
- There are three 3/8-16 threaded holes in the front left column that match a pattern of holes in the ad box frame.
- Insert (6) 3/8-16 machine screws thru and fasten them in the inside of the ad box on each column, front and rear.
- Notice that the front column will use longer machine screws with nuts inside of the ad box and the columns have threaded holes that will facilitate the process.
- Wiring from the Solar system to illuminate the LED modules must be routed thru the column into the Ad Box using the opening.
- Run the electrical wiring inside the flexible tube from the RMS 80 system(s) to the wire that feed each one of the light module (make sure that the provided flexible waterproof conduit connectors are tightened sufficiently to prevent any moisture to go inside the wiring duct and LED light enclosures).
- Using the provided wire-nuts, connect the positive line (labeled with a "+" sign) to the red wire of the LED unit and the negative line (labeled with a "–"sign).
- Make sure that wires are tucked away from the display area to prevent shadows to be cast towards the outside.

SAMPLE ONLY

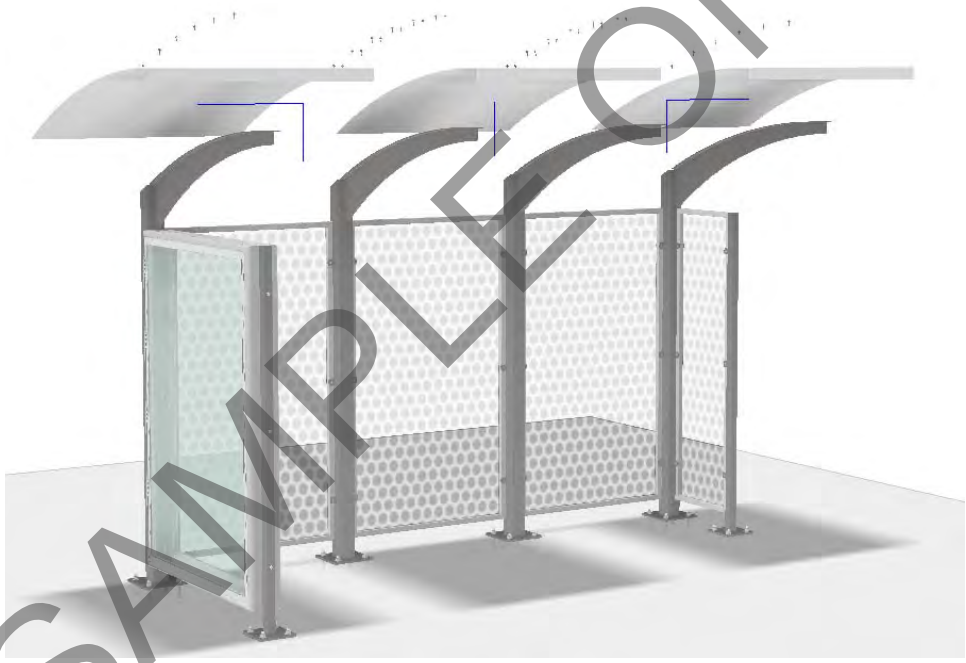




SAMPLE ONLY

Step 8: Shelter Assembly – Roof Panels:

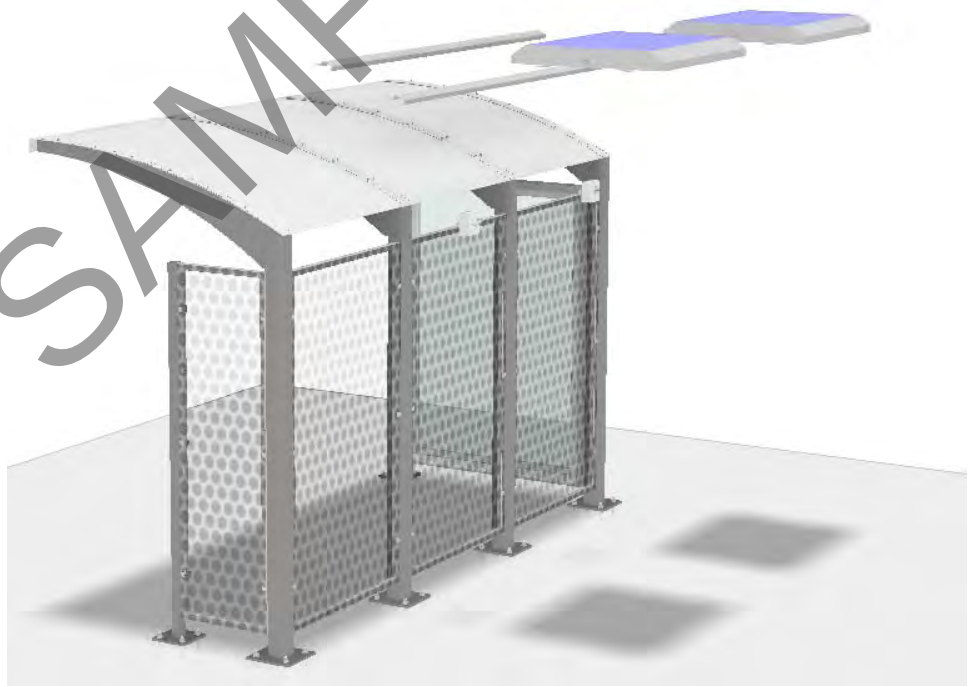
- Evenly space (3) roof panels on top of the roof rafters that extend from the rear columns.
- Orient each panel sot that the bent edge of the roof panels is towards the front of the shelter.
- Align and space panels evenly so they are resting comfortably among the four different rafters.
- Fasten roof panels from front to back using the provided #14 Tek-screws.
- As roof panels are fastened, they will form to the curved shape of the rafter flanges.
- Fasten panels to ensure to maintain flush mount surfaces without gaps.
- After roof panels are fastened apply a small bead of silicone in the splices to prevent any water seepage in the future.



SAMPLE ONLY

Step 9: Shelter Assembly -Solar system RMS80 (2x)

- The solar system RMS 80 enclosures house all electrical components necessary to provide power to illuminate the shelter security lights and the ad box internal illumination.
- To install RMS solar systems fasten two formed sheet metal profiles to the shelter roof, at a distance of approximately 18” center to center towards the roof panels in the shelter, make sure that you fasten the profiles into the roof rafter flanges, use the supplied tek-screws
- Then fasten the RSM80 solar systems to the rails using the provided tek-screws
- One RMS system is dedicated to the security lighting and the other one is dedicated to the Ad Panel internal illumination.
- Two LED light fixtures (shelter security lights) are attached to the center rear column posts at indicated location. Step 10 describes the steps to install the LED enclosures.
- Light housings and ad box for the shelter security lights must be wired thru a flexible waterproof conduit towards the RMS80 enclosures (wiring, connectors, and conduit itself provided by Tolar MFG).
- See top level drawing 28645-00 for dimensional references.

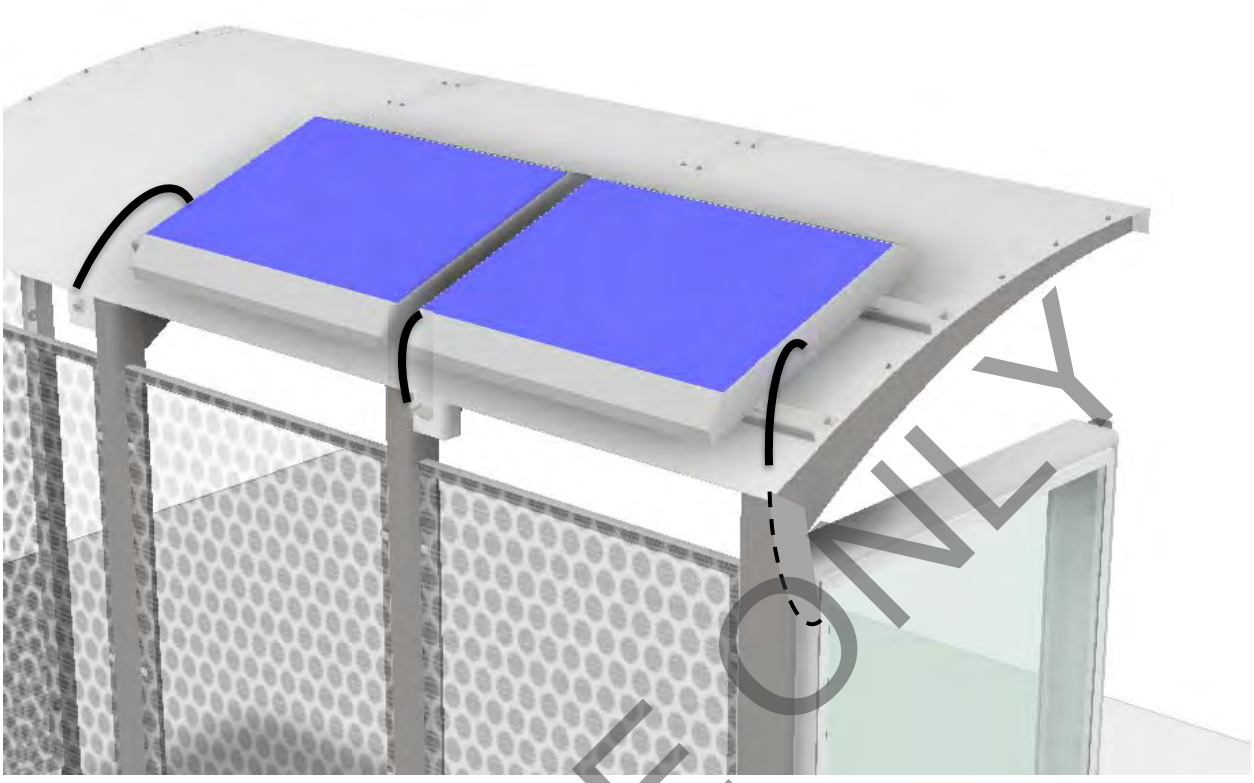


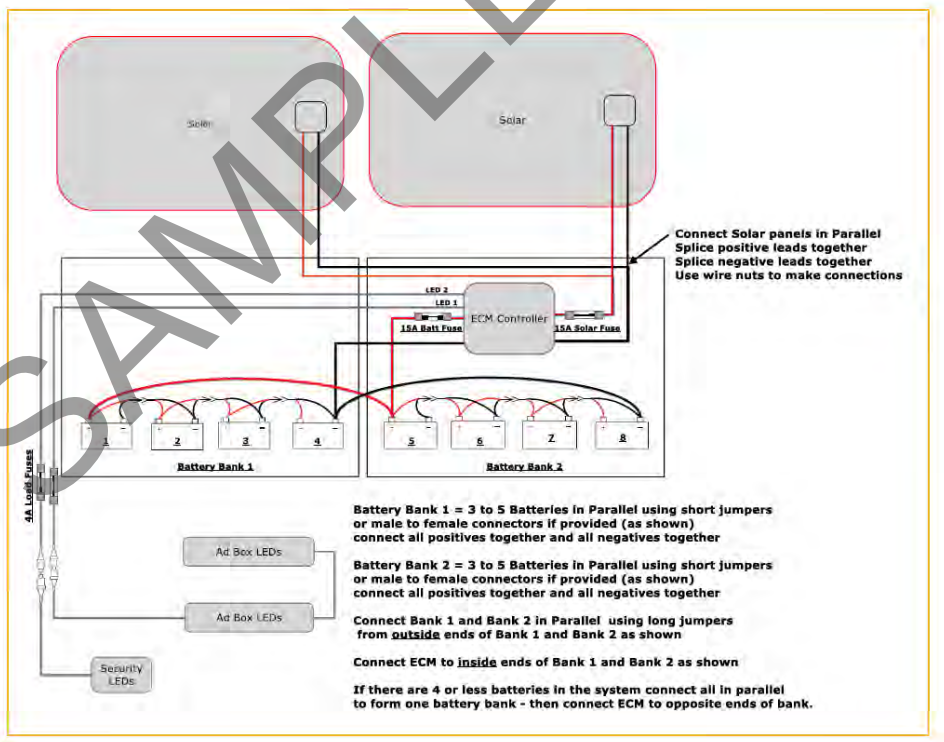
SAMPLE ONLY





SAMPLE ONLY

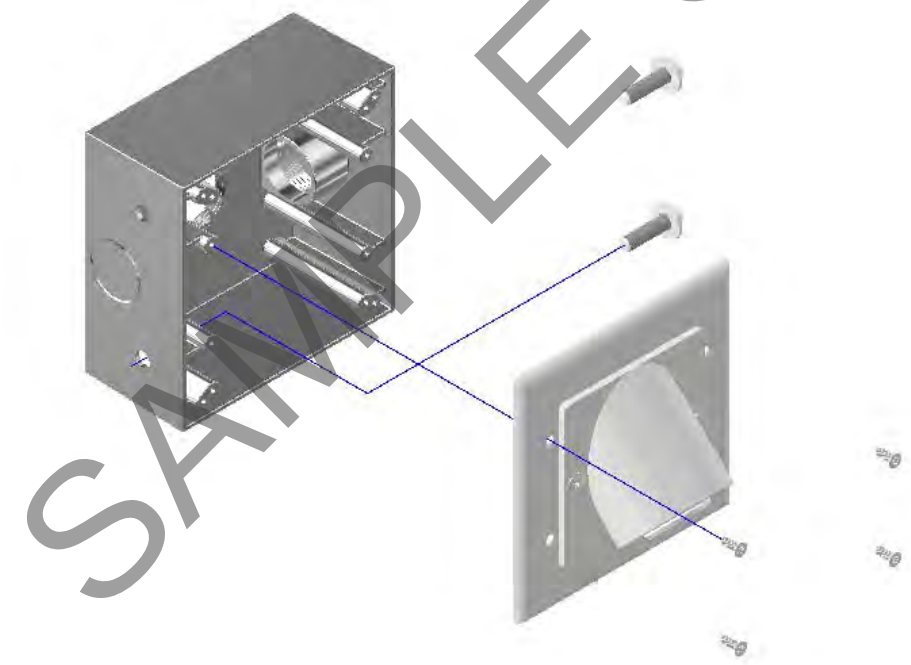



Solar
Solar
Connect Solar panels in Parallel
Splice positive leads together
Splice negative leads together
Use wire nuts to make connections
LED 2
LED 1
15A Batt Fuse
ECM Controller
15A Solar Fuse
1
2
3
4
5
6
7
8
Battery Bank 1
Battery Bank 2
4A Load Fuses
Ad Box LEDs
Ad Box LEDs
Security LEDs
Battery Bank 1 = 3 to 5 Batteries in Parallel using short jumpers
or male to female connectors if provided (as shown)
connect all positives together and all negatives together
Battery Bank 2 = 3 to 5 Batteries in Parallel using short jumpers
or male to female connectors if provided (as shown)
connect all positives together and all negatives together
Connect Bank 1 and Bank 2 in Parallel using long jumpers
from outside ends of Bank 1 and Bank 2 as shown
Connect ECM to inside ends of Bank 1 and Bank 2 as shown
If there are 4 or less batteries in the system connect all in parallel
to form one battery bank - then connect ECM to opposite ends of bank.

SAMPLE ONLY

Step 10: LED light fixtures (2x):

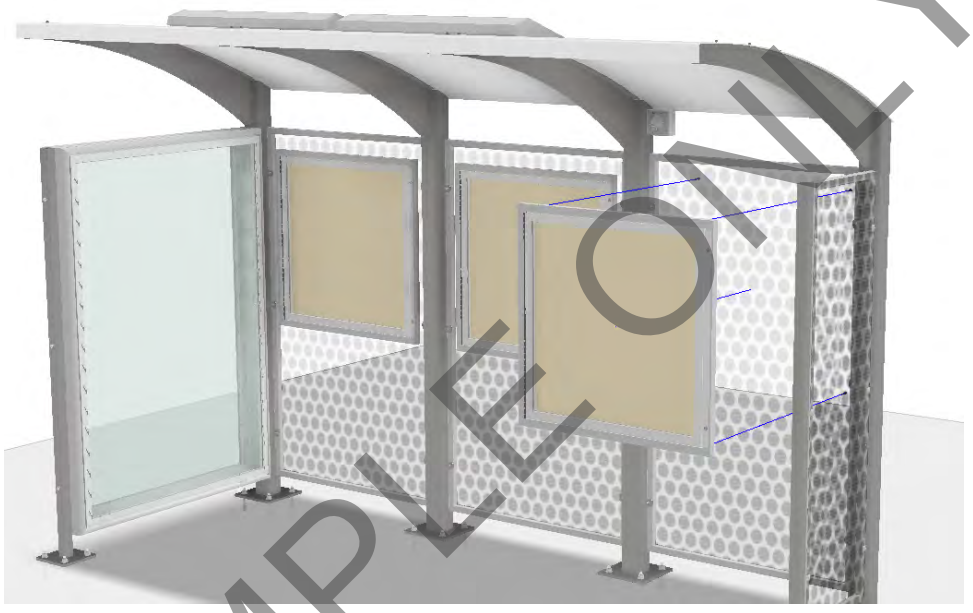
- To install the light fixtures is required to open the light fixture and use two ¼-20 machine screws to fasten the enclosure to the matching threaded holes in the columns.
- Both enclosures are identical, but they differ in the side of the column in which they will be installed, for this achieving this just flip around the cover and this will allow to have a left and right configuration. Columns will have matching threaded holes in left or right sides to allow this placement.
- Run the electrical wiring inside the flexible tube from the RMS 80 system(s) to each one of the light fixture enclosures (make sure that the provided connectors are tightened sufficiently to prevent any moisture to go inside the wiring duct and LED light enclosures).
- Using the provided wire-nuts, connect the positive line (labeled with a "+" sign) to the red wire of the LED unit and the negative line (labeled with a "–"sign).
- Close the enclosure using the provided tamper proof screws (4)



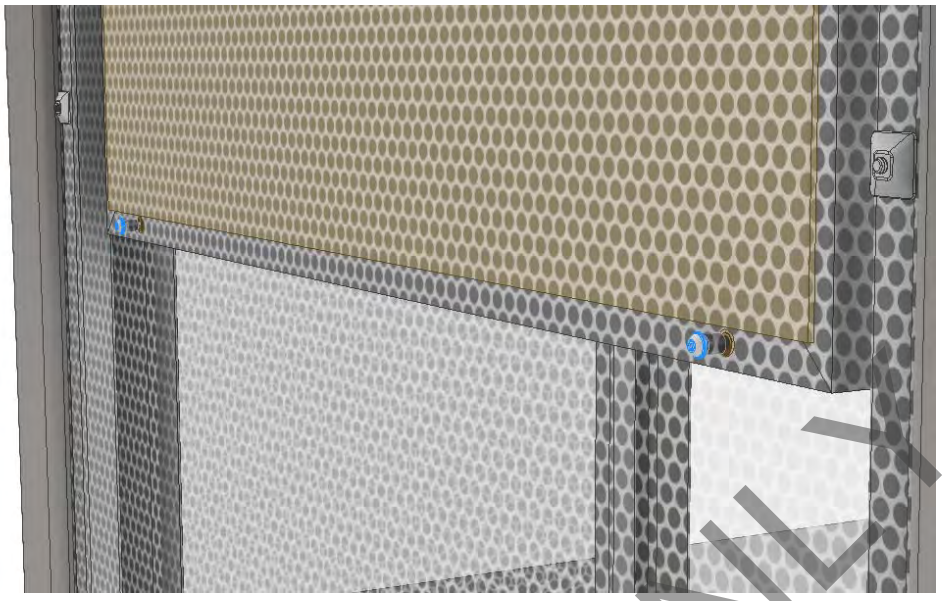
SAMPLE ONLY

Step 11: Shelter Assembly – Map Case (3x):

- To perform the map case installation, use the map case itself as a template to mark and drill or enlarge four holes in the rear screen assembly perforated sheet.
- Mechanically fasten map cases to the perforated panel using four ¼-20 machine screws from behind the wall assembly into the map case.
- Map case is required to be open to perform this task.
- Make sure to align and space the map-cases evenly in the available surface for that purpose, use top level drawing 28645-00 as reference.



SAMPLE ONLY



SAMPLE ONLY

Step 11: Bench installation:

- To perform the bench installation, it will be required to assemble the bench itself prior to attaching it to the concrete slab.
- The bench has the following parts:
    1. three tube legs (the one in the middle has two tabs in both directions to attach the bench stiffener to both sides),
    2. two expanded metal seats, and
    3. four stiffeners that are required to install in the bottom part of each seat plus the hardware.



- Start by mechanically connecting the middle leg towards the expanded metal seats
- Next mechanically connect the side legs to the semi-assembled expanded metal seats to the side legs.
- The stiffeners should correct the perpendicularity between the expanded metal seats in relationship to the middle and side legs.
- For all the mechanical connections 5/16-18 hardware is provided in two different lengths:
    - 5/16x3” for the legs/seats and
    - 5/16-18X2” for the stiffeners.
- After the bench had been assembled then can be fastened to the concrete slab using the supplied 3/8X3-1/4” long expansion anchor bolts.

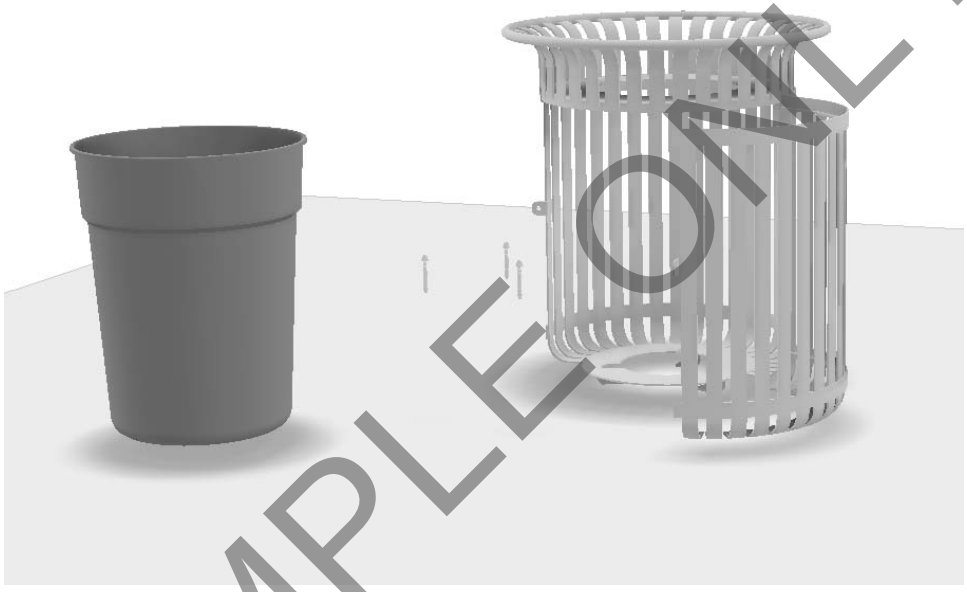
SAMPLE ONLY



SAMPLE ONLY

Step 12: Trash can installation:

- To perform the trash can installation, place it in the location in which will be permanently attached.
- Remove the plastic liner if it was shipped inside of the trash can.
- Use the base to mark the pattern of holes (3) in the concrete slab.
- Move the trash can to the side, drill the holes and install the anchor bolts (3).
- Install the trash can and fasten it using the anchor bolts.
- Install the liner inside the trashcan.
- Secure the door with lock or other hardware (supplied by other).



SAMPLE ONLY

Step 13: Bicycle loop installation:

- To perform the bicycle loop installation, place it in the location in which will be permanently attached.
- Use the loop rack base plates to mark the pattern of holes (4) in the concrete slab.
- Move the bicycle loop to the side.
- Drill the holes and install the anchor bolts (4).
- Install and fasten the bicycle loop using the anchor bolts.



SAMPLE ONLY

4.3.5 Kwik Bolt 3 Expansion Anchor

4.3.5.3 Technical Data

Table 1 - Kwik Bolt 3 Specifications[1]

Details			Bolt Size	in. (mm)	1/4 (6.4)			3/8 (9.5)			1/2 (12.7)		
d_{bit}	nominal bit diameter[2]			in.	1/4			3/8			1/2		
$h_{min}/h_{nom}/h_{deep}$	depth of embedment			in. (mm)	1-1/8 (29)	2 (51)	3 (76)	1-5/8 (41)	2-1/2 (64)	3-1/2 (89)	2-1/4 (57)	3-1/2 (89)	4-3/4 (121)
h_o	minimum/standard/deep hole depth			in. (mm)	1-3/8 (35)	2-1/4 (57)	3-1/4 (83)	2 (51)	2-7/8 (73)	3-7/8 (89)	2-3/4 (70)	4 (102)	5-1/4 (133)
d_h	wedge clearance hole in fixture			in. (mm)	5/16 (8)			7/16 (11)			9/16 (14)		
T_{inst} Recommended Installation Torque	Normal weight & Light weight Concrete	Carbon Steel HDG		ft-lb (Nm)	4 (5)			20 (27)			40 (54)		
		Stainless Steel		ft-lb (Nm)	6 (8)			20 (27)			40 (54)		
	Grout Filled Block	Carbon Steel		ft-lb (Nm)	4 (5)			15 (20)			25 (34)		
h	min. base material thickness			in.	3 inch (76 mm) or 1.3 times embedment, whichever number is greater								
Bolt Fracture Load	Carbon Steel				2900 lb[4,6]			7200 lb[4,6]			12400 lb[4]		
	HDG				no offering			no offering			12400 lb[4]		
	Stainless steel				2900 lb[4,7]			7200 lb[4,7]			12400 lb[4]		

Details			Bolt Size	in. (mm)	5/8 (15.9)			3/4 (19.1)			1 (25.4)		
d_{bit}	nominal bit diameter[2]			in.	5/8			3/4			1		
$h_{min}/h_{nom}/h_{deep}$	minimum/standard/deep depth of embedment			in. (mm)	2-3/4 (70)	4 (102)	5-1/2 (140)	3-1/4 (83)	4-3/4 (121)	6-1/2[3] (165)	4-1/2 (114)	6 (152)	9 (229)
h_o	minimum/standard/deep hole depth			in. (mm)	3-3/8 (86)	4-5/8 (117)	6-1/8 (156)	4 (102)	5-1/2 (140)	6-4/5 (173)	5-1/2 (140)	7 (178)	10 (254)
d_h	wedge clearance hole in fixture			in. (mm)	11/16 (17)			13/16 (21)			1-1/8 (29)		
T_{inst} Recommended Installation Torque	Normal weight & Light weight Concrete	Carbon Steel HDG		ft-lb (Nm)	85 (115)			150 (203)			250 (339)		
		Stainless Steel		ft-lb (Nm)	85 (115)			150 (203)			235 (319)		
	Grout Filled Block	Carbon Steel		ft-lb (Nm)	65 (88)			120 (1663)			-		
h	min. base material thickness			in.	3 inch (76 mm) or 1.3 times embedment, whichever number is greater								
Bolt Fracture Load	Carbon Steel				19600 lb[4]			28700 lb[4,8]			$f_{ut} \geq 88$ ksi, $f_y \geq 75$ ksi[5]		
	HDG				19600 lb[4]			28700 lb[4]			no offering		
	Stainless steel				21900 lb[4]			$f_{ut} \geq 76$ ksi, $f_y \geq 64$ ksi[5]			$f_{ut} \geq 76$ ksi, $f_y \geq 64$ ksi[5]		

1 See Kwik Bolt 3 Product Line Table in Section 4.5.3.3 for a full list and anchor length and thread length configurations.

2 Loads for Kwik Bolt 3 are applicable for both carbide drill bits (see Section 8.4.1) and matched tolerance Hilti DD-C diamond core bits in sizes ranging from 1/2 inch to 1 inch.

3 The deep embedment depth for stainless steel Kwik Bolt 3 anchors is 8 inch (203 mm).

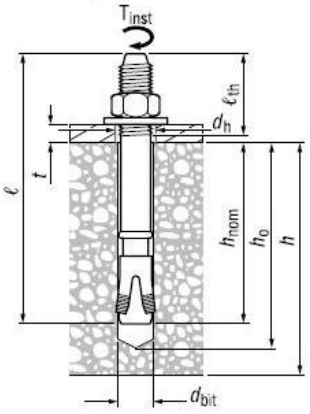
4 Bolt fracture loads are determined by testing in a jig as part of product quality control. These values are not intended for design purposes.

5 Bolt strength specified by minimum tensile and yield strength. Bolt fracture load not applicable.

6 Bolt fracture load not applicable to carbon steel Countersunk Kwik Bolt 3. The tensile and yield strengths are, $f_{ut} \geq 105$ ksi and $f_y \geq 90$ ksi.

7 Bolt fracture load not applicable to stainless steel Countersunk Kwik Bolt 3. The tensile and yield strengths are, $f_{ut} \geq 90$ ksi and $f_y \geq 76$ ksi.

8 For 3/4 x 12, $f_{ut} \geq 88$ ksi and $f_y \geq 75$ ksi. Bolt fracture load not applicable.



SAMPLE ONLY

TCI RAL Color Deck

The color representations are reproduced from actual color chips. However, the colors as viewed on your monitor or printed by your printer from the data presented in this document will vary from the true color of the actual coatings due to computer system variations, and should be viewed as representations. To determine a match for your Pantone color, please refer to this "Pantone to RAL Converter."

Additional color options, color matching, and custom color solutions are available at an additional cost. Please inquire.




RAL 2011 9840-2465R
Deep Orange


RAL 2012 9840-2460R
Salmon Orange


RAL 3000 9940-30198R
Flame Red


RAL 3001 9840-30193R
Signal Red


RAL 3002 9840-30200R
Carmine Red


RAL 3003 9940-30205R
Ruby Red


RAL 3004 9840-30195R
Purple Red


RAL 3005 9840-30191R
Wine Red


RAL 3007 9840-30222R
Black Red


RAL 3009 9840-30211R
Oxide Red


RAL 3011 9940-30216R
Brown Red


RAL 3012 9840-30219R
Beige Red


RAL 3013 9840-30203R
Tomato Red


RAL 3014 9840-30220R
Antique Pink


RAL 3015 9840-30199R
Light Pink


RAL 3016 9840-30215R
Coral Red


RAL 3017 9840-30217R
Rose


RAL 3018 9840-30214R
Strawberry Red


RAL 3020 9840-30202R
Traffic Red


RAL 3022 9840-30218R
Salmon Pink


RAL 3027 9840-30194R
Raspberry Red


RAL 3031 9840-30192R
Orient Red


RAL 4001 9840-4541R
Red Lilac


RAL 4002 9840-4543R
Red Violet


RAL 4003 9840-4542R
Heather Violet


RAL 4004 9840-4547R
Claret Violet


RAL 4005 9840-4544R
Blue Lilac


RAL 4006 9840-4539R
Traffic Purple


RAL 4007 9840-4548R
Purple Violet


RAL 4008 9840-4540R
Signal Violet


RAL 4009 9840-4546R
Pastel Violet


RAL 4010 9840-4545R
Telemagenta


RAL 5000 9840-50925R
Violet Blue


RAL 5001 9840-50936R
Green Blue


RAL 5002 9840-50909R
Ultramarine Blue


RAL 5003 9940-50928R
Sapphire Blue


RAL 5004 9940-50971R
Black Blue


RAL 5005 9840-50920R
Signal Blue


RAL 5007 9840-50963R
Brilliant Blue


RAL 5008 9840-50948R
Grey Blue


RAL 5009 9840-50910R
Azure Blue


RAL 5010 9840-50962R
Gentian Blue


RAL 5011 9840-50908R
Steel Blue


RAL 5012 9840-50968R
Light Blue


RAL 5013 9840-50903R
Cobalt Blue


RAL 5014 9840-50970R
Pigeon Blue


RAL 5015 9840-50917R
Sky Blue


RAL 5017 9840-50955R
Traffic Blue


RAL 5018 9840-50923R
Turquoise Blue


RAL 5019 9840-50915R
Capri Blue


RAL 5020 9840-50914R
Ocean Blue


RAL 5021 9840-50912R
Water Blue


RAL 5022 9840-50941R
Night Blue


RAL 5023 9840-50969R
Distant Blue


RAL 5024 9940-50937R
Pastel Blue


RAL 6000 9840-61288R
Patina Green


RAL 6001 9840-61252R
Emerald Green


RAL 6002 9840-61267R
Leaf Green


RAL 6003 9840-61312R
Olive Green


RAL 6004 9840-61271R
Blue Green


RAL 6005 9940-61257R
Moss Green


RAL 6006 9840-61290R
Grey Olive


RAL 6007 9840-61310R
Bottle Green


RAL 6008 9840-61321R
Brown Green


RAL 6009 9840-61261R
Fir Green


RAL 6010 9840-61273R
Grass Green


RAL 6011 9840-61289R
Reseda Green


RAL 6012 9840-61262R
Black Green


RAL 6013 9840-61314R
Reed Green


RAL 6014 9840-61322R
Yellow Olive


RAL 6015 9840-61323R
Black Olive


RAL 6016 9840-61274R
Turquoise Green


RAL 6017 9840-61309R
May Green


RAL 6018 9840-61254R
Yellow Green

RAL 6019 9840-61255R
Pastel Green


RAL 6020 9840-61276R
Chrome Green


RAL 6021 9840-61279R
Pale Green


RAL 6022 9840-61320R
Olive Drab


RAL 6024 9840-61307R
Traffic Green


RAL 6025 9840-61313R
Fern Green


RAL 6026 9840-61286R
Opal Green


RAL 6027 9840-61280R
Light Green


RAL 6028 9840-61282R
Pine Green


RAL 6029 9840-61268R
Mint Green


RAL 6032 9840-61308R
Signal Green


RAL 6033 9840-61293R
Mint Turquoise


RAL 6034 9840-61311R
Pastel Turquoise


RAL 7000 9840-72113R
Squirrel Grey


RAL 7001 9840-71989R
Silver Grey


RAL 7002 9840-72114R
Olive Grey


RAL 7003 9840-72036R
Moss Grey


RAL 7004 9840-72034R
Signal Grey


RAL 7005 9840-72045R
Mouse Grey


RAL 7006 9840-71973R
Beige Grey


RAL 7008 9840-72010R
Khaki Grey


RAL 7009 9840-72097R
Green Grey


RAL 7010 9840-72096R
Tarpaulin Grey


RAL 7011 9840-72055R
Iron Grey


RAL 7012 9840-72011R
Basalt Grey


RAL 7013 9840-72008R
Brown Grey


RAL 7015 9840-71996R
Slate Grey


RAL 7016 9840-72121R
Anthracite Grey

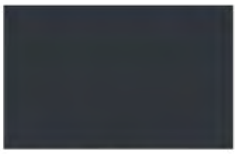

RAL 7021 9840-72122R
Black Grey


RAL 7022 9840-71995R
Umbra Grey


RAL 7023 9840-72106R
Concrete Grey



RAL 7024 9840-72053R
Graphite Grey



RAL 7026 9840-72078R
Granite Grey



RAL 7030 9840-71993R
Stone Grey



RAL 7031 9840-72112R
Blue Grey



RAL 7032 9840-71991R
Pebble Grey



RAL 7033 9840-72107R
Cement Grey



RAL 7034 9840-71976R
Yellow Grey

RAL 7035 9840-71977R
Light Grey



RAL 7036 9840-72111R
Platinum Grey



RAL 7037 9840-72007R
Dusty Grey



RAL 7038 9840-71992R
Agate Grey



RAL 7039 9840-71972R
Quartz Grey



RAL 7040 9840-71979R
Window Grey



RAL 7042 9840-71994R
Traffic Grey A



RAL 7043 9840-72047R
Traffic Grey B



RAL 7044 9840-71978R
Silk Grey



RAL 7045 9840-72110R
Telegrey 1



RAL 7046 9840-71981R
Telegrey 2



RAL 7047 9840-72006R
Telegrey 4



RAL 8000 9840-81050R
Green Brown



RAL 8001 9840-81063R
Ochre Brown



RAL 8002 9840-80993R
Signal Brown



RAL 8003 9940-80994R
Clay Brown



RAL 8004 9840-81016R
Copper Brown



RAL 8007 9840-81059R
Fawn Brown



RAL 8008 9840-81001R
Olive Brown



RAL 8011 9840-80992R
Nut Brown



RAL 8012 9840-81060R
Red Brown



RAL 8014 9840-80964R
Sepia Brown



RAL 8015 9840-81007R
Chestnut Brown



RAL 8016 9840-81039R
Mahogany Brown



RAL 8017 9840-80957R
Chocolate Brown



RAL 8019 9840-81018R
Grey Brown



RAL 8022 9840-81054R
Black Brown



RAL 8023 9840-81058R
Orange Brown



RAL 8024 9840-80987R
Beige Brown



RAL 8025 9840-80985R
Pale Brown



RAL 8028 9840-80968R
Terra Brown

RAL 9001 9840-91744R
Cream

RAL 9002 9840-91728R
Grey White

RAL 9003 9840-91739R
Signal White



RAL 9004 9840-91793R
Signal Black



RAL 9005 9940-91748R
Jet Black

RAL 9010 9840-91753R
Pure White



RAL 9011 9840-91747R
Graphite Black

RAL 9016 9840-91735R
Traffic White



RAL 9017 9840-91743R
Traffic Black



RAL 9018 9840-91757R
Papyrus White



RAL 9006 9841-01492R
White Aluminum



RAL 9007 9841-01493R
Grey Aluminum

2604 INDEX

RAL Colors That Meet 2604 Specification

RAL Number	Product Code	RAL Name
1011	9840-11991R	Brown Beige
1019	9840-11916R	Grey Beige
1020	9840-11972R	Olive Yellow
3005	9840-30191R	Wine Red
3007	9840-30222R	Black Red
3009	9840-30211R	Oxide Red
3012	9840-30219R	Beige Red
5001	9840-50936R	Green Blue
5004	9940-50971R	Black Blue
5005	9840-50920R	Signal Blue
5008	9840-50948R	Grey Blue
5009	9840-50910R	Azure Blue
5017	9840-50955R	Traffic Blue
5019	9840-50915R	Capri Blue
5020	9840-50914R	Ocean Blue
5021	9840-50912R	Water Blue
6003	9840-61312R	Olive Green
6004	9840-61271R	Blue Green
6012	9840-61262R	Black Green
6013	9840-61314R	Reed Green
6021	9840-61279R	Pale Green
6033	9840-61293R	Mint Turquoise
7002	9840-72114R	Olive Grey
7004	9840-72034R	Signal Grey
7005	9840-72045R	Mouse Grey
7006	9840-71973R	Beige Grey
7009	9840-72097R	Green Grey
7010	9840-72096R	Tarpaulin Grey
7024	9840-72053R	Graphite Grey
7012	9840-72011R	Basalt Grey
7013	9840-72008R	Brown Grey
7015	9840-71996R	Slate Grey
7016	9840-72121R	Anthracite Grey
7021	9840-72122R	Black Grey
7022	9840-71995R	Umbra Grey
7023	9840-72106R	Concrete Grey
7031	9840-72112R	Blue Grey
7037	9840-72007R	Dusty Grey
7039	9840-71972R	Quartz Grey
7042	9840-71994R	Traffic Grey A
7043	9840-72047R	Traffic Grey B
8000	9840-81050R	Green Brown
8002	9840-80993R	Signal Brown
8004	9840-81016R	Copper Brown
8015	9840-81007R	Chestnut Brown
8017	9840-80957R	Chocolate Brown
8019	9840-81018R	Grey Brown
8022	9840-81054R	Black Brown
8025	9840-80985R	Pale Brown
9004	9840-91793R	Signal Black
9005	9940-91748R	Jet Black
9006	9841-01492R	White Aluminum
9007	9841-01493R	Grey Aluminum
9011	9840-91747R	Graphite Black
9017	9840-91743R	Traffic Black

RAL COLOR DECK NOTES

- All of TCI's RAL colors are formulated as Super Durable, fast cure products with exceptional application characteristics to enhance first pass transfer efficiency and excellent re-coat properties
- Fast Cure- recommended cure schedules are 7 min @ 400° F, 10 min @ 375° F, and 15 min @ 350° F (metal temp)
- All of TCI's RAL products meet or exceed AAMA 2603 Specifications, please refer to the index for colors that meet the 2604 specification
- TCI RAL products have been matched to original RAL color master standards
- TCI RAL products are designed to be used in both indoor and outdoor applications
- TCI RAL products have a gloss range between 80-95%

*Please note that slight variations between colors shown here and actual product may exist

WARRANTY: LIMITATION OF LIABILITY

Tolar Manufacturing Co., Inc. warrants the products and materials manufactured by it, when properly assembled and installed, to be free from defects in materials and workmanship, when under normal use and service, for the expected lifetime of the product. If any products or materials manufactured by Tolar Manufacturing Co., Inc. are found to be defective upon inspection after shipment to Tolar Manufacturing Co., Inc. at sender's cost, Tolar Manufacturing Co., Inc. will repair or replace, at its sole option, the defective products or materials, subject to the following conditions:

A. Tolar Manufacturing Co., Inc. is notified in writing within the applicable warranty period of any product or material defect;
B. The product or material is returned to Tolar Manufacturing Co., Inc. at sender's expense;
C. The product or material has not been misused, abused or improperly maintained by the user;
D. This offering excludes glazing, electronic components, illumination components and powder coat finish (*)
    - Powder coat finish is warranted for a period of five (5) year against fading or lifting
    - The solar illumination systems are warranted for five (5) years with the exception of the batteries, Batteries for solar illumination are warranted for five (5) years with the following criteria: 100% years 1, 2 and 3 100%, 25% year 4 and 10% year 5.

E. The product or material has been installed in compliance with Tolar's installation instructions and not been repaired or altered except by written authorization of Tolar Manufacturing Co., Inc.; and
F. The defect is not attributable to vandalism or normal wear and tear.

The limited warranty herein described constitutes the entire obligation of Tolar Manufacturing Co., Inc., and the maximum liability of Tolar Manufacturing Co., Inc. is limited to the purchase price of each defective product or material. No other warranties, whether express, implied or statutory, including warranties of fitness for a particular purpose or merchantability, are given and all such warranties are hereby expressly disclaimed. In no event shall Tolar Manufacturing Co., Inc. be liable for any consequential, indirect, incidental or special damages of any nature whatsoever arising from the sale or use of its products or materials. Tolar Manufacturing Co., Inc. shall have no further liability or obligation whatsoever to any distributor or any other person or entity with respect to Tolar Manufacturing Co., Inc. products or materials other than the obligations expressly set forth above.

LABOR CONSIDERATION

If Tolar Manufacturing Co., Inc., in its sole discretion, determines that an authorized Tolar Manufacturing Co., Inc. distributor or repair facility shall perform the warranty work, Tolar Manufacturing Co., Inc. will pay a specified labor amount for repair or replacement as determined and approved by Tolar Manufacturing Co., Inc. service department before any such work has started, and in accordance with the coverage periods.

STARTING DATE

The STARTING DATE shall be determined as that date which can be verified to Tolar Manufacturing Co., Inc.'s satisfaction as the product installation date, or, if not verified, then the date on which the product was shipped by Tolar Manufacturing Co., Inc. to the original purchaser.

ADDITIONAL RESPONSIBILITIES OF TOLAR MANUFACTURING CO., INC. MANUFACTURING CO, INC

Tolar Manufacturing Co., Inc. will provide, or make available from its factory, such information or instruction as is needed to install, service, operate, and maintain its products.

Tolar Manufacturing Co., Inc. will provide the replacement parts or materials, freight prepaid, and reimburse distributor for freight charges on returned components, which are warranted.

Tolar Manufacturing Co., Inc. will make every attempt to respond to warranty claims within sixty (60) days after the receipt of written request as stated in the WARRANTY: LIMITATION OF LIABILITY reference A.

PRODUCT INSTALLER RESPONSIBILITIES

Installer is responsible for installing the product in accordance with the Tolar Manufacturing Co., Inc. specifications and installation instructions. Installer is responsible for keeping such records as are necessary to locate the product and determine its installation date.

PRODUCT OWNER RESPONSIBILITIES

Owner is responsible for communication expenses, meals, lodging, and incidental costs incurred by the owner or employees of the owner as a result of warrantable failure.

Owner must give notice of a warranted failure and deliver the product to a Tolar Manufacturing Co., Inc. Authorized Distributor or to the Tolar Manufacturing Co., Inc. service department in Corona, CA.

ADDITIONAL WARRANTY LIMITATION

Tolar Manufacturing Co., Inc. is not responsible for products, which have failed as a result of owner or operator abuse or neglect, such as lack of maintenance, vandalism, product alteration, overload, accident, or other causes beyond its control.

Tolar Manufacturing Co., Inc. does not warrant the product when it is used with accessories not approved by Tolar Manufacturing Co., Inc. or when other than genuine Tolar Manufacturing Co., Inc. replacement parts have been installed on the product.

Tolar Manufacturing Co., Inc. does not warrant accessories supplied by Tolar Manufacturing Co., Inc., which bear the name of another company, beyond the warranty provided by that company.

Tolar Manufacturing Co., Inc. does not warrant the paint finish if documentation cannot be provided as to the cleaning frequency of the product painted and the product has not been cleaned with a cleaner approved by Tolar Manufacturing Co., Inc. or if the product has been damaged due to etching, graffiti or other vandalism. Product cleaning and maintenance should be in compliance with AAMA 609/610.

Tolar Manufacturing Co., Inc. shall not be responsible for expenses due to owner's requirements, inspections, or modification of components, or other handling requirements.

Tolar Manufacturing Co., Inc. shall not be responsible for parts returned without prior authorization or without proper identification, including claimant's name and Tolar Manufacturing Co., Inc. claim number.

WARRANTY CLAIM PROCEDURES

HOW TO MAKE A CLAIM

To make a claim under this WARRANTY, the product must be taken to an authorized Tolar Manufacturing Co., Inc. distributor, and the distributor shall write directly to the Tolar Manufacturing Co., Inc. Service Department, 258 Mariah Circle, Corona, CA, 92879.

Emergency claims can be handled by calling the Tolar Manufacturing Co., Inc. Quality Assurance Department t at (800) 339-6165 and provide subsequent written notification.

For a claim to be considered it must contain adequate documentation which states product modes, starting date, Tolar Manufacturing Co., Inc. serial number as shown on the serial tag installed on the product, where and how used.

These warranties are the sole warranties of Tolar Manufacturing Co., Inc. Manufacturing Company, Inc. There are no other warranties express or implied.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McGriff Insurance Services 130 Theory Ste 200 Irvine, CA 92617 714 941-2800	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: CertsCA@McGriff.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tolar Manufacturing Co Inc 258 Mariah Circle Corona, CA 92879-1751	INSURER A : Hartford Ins Co of the Midwest	37478
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Property & Casualty Ins Co of Hartford	34690
	INSURER D : Hartford Accident & Indemnity Ins Co	22357
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			72UUNZN1233	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			72UENCF5141	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			72RHUZN1217	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE $	$7,000,000 $7,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WEAH5BL7	10/01/2022	10/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is subject to policy limits, conditions and exclusions.

Evidence of Coverage Only.

CERTIFICATE HOLDER

Tolar Manufacturing Company, Inc
258 Mariah Circle
Corona, CA 92879
951-808-0081

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Corona, California Only"

8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - (951) 736-2275

BUSINESS NAME: TOLAR MANUFACTURING COMPANY, INC

DESCRIPTION: MANUFACTURING

BUSINESS LOCATION: 258 MARIAH CIR
CORONA, CA 92879-1751

BUSINESS OWNER: GARY TOLAR
TOLAR MANUFACTURING COMPANY, INC

Special Conditions: Manufacturing – Building Materials

LICENSE

GEORGE GOLDEN, CONTROLLER
TOLAR MANUFACTURING COMPANY, INC
258 MARIAH CIR
CORONA, CA 92879-1751

Business License Number: 03943756

Effective Date: August 01, 2022

Expiration Date: July 31, 2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

TOLAR MANUFACTURING COMPANY, INC:

Thank you for your payment on your City of Corona Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at Corona@hdlgov.com or by telephone at (951) 736-2275 .

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS LICENSING
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832

CITY OF CORONA

BUSINESS TAX CERTIFICATE

GEORGE GOLDEN, CONTROLLER
TOLAR MANUFACTURING COMPANY, INC
258 MARIAH CIR
CORONA, CA 92879-1751

License Number: **03943756**

Date of Issue: **08/01/2022**

CLARK COUNTY DEPARTMENT OF BUILDING & FIRE PREVENTION
4701 W. Russell Rd * Las Vegas, NV 89118

CLARK COUNTY APPROVED FABRICATOR

Fabricator Name: **Tolar Manufacturing Company, Inc.**
Fabricator ID#: **FAB-00449**
Facility Address: **258 Mariah Cir.**
Corona, CA 92879

Listing Date: 04/02/2014 **Expiration Date: 08/31/2023**

The above fabricator facility is approved for the fabrication category, type and additional approvals listed below:

Category: Steel

Type: Structural Steel

Additional Approvals: Aluminum, Stainless Steel

Approval is contingent upon continued compliance with Clark County Building Codes, applicable CCDBFP Technical Guidelines, and the fabricator's CCDBFP approved Quality Systems Manual (QSM).

James Gerren, P.E.
Director of the Building Department

Purchasing and Contract Management

Project Summary

RFP 23-16944-KM
Pre-Fabricated Transit Bus Shelters and Amenities

Notice was published in the Lubbock Avalanche Journal on November 5 & November 22, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from November 14 to December 14, 2022.
3 individuals attended the pre-proposal meeting.
33 vendors downloaded the documents using Bonfire.com.
8 vendors were notified separately.
2 vendors submitted proposals

AI# 11266
Regular City Council Meeting 6. 17.
01/24/2023:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31071448, with Randall Reed's Planet Ford 635, for the purchase of two commercial truck cab & chassis with six-cubic-yard dump bodies, for the Paved Streets Department.

Item Summary

For Fiscal Year 2022-23, the Paved Streets Department was approved to replace two 2003 commercial trucks with dump bodies that had exceeded their useful lives and were in need of costly repairs.

In response to ITB 23-16943-DH for a 2024 Ford F-75 Cab & Cassis Truck with a 6-Cubic-Yard Dump Body, the following sole bid was received and opened on November 30, 2022.

Vendor	Total Cost
Randall Reed's Planet Ford 635	$123,737 x 2 Units=$247,474

Fleet Staff recommended award to the sole bidder, Randall Reed's Planet Ford 635 of Garland, Texas, for the purchase of 2 Commercial Truck Cab & Chassis with Dump Bodies.

Fiscal Impact

Purchase Order 31071448, for $247,474, is funded in Capital Improvement Project 92787 the General Fund Vehicle Replacement FY 2022-23.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Purchase Order
Bid Table
Budget Detail
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31071448 as per ITB 23-16943-DH for the purchase of 2 crew cab trucks with 6-yard dump bodies, by and between the City of Lubbock and Randall Reed's Planet Ford 635, of Garland, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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

ccdocs/RES.PurchaseOrd 31071448 Crew cabs
1.12.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/12/2023
Order Number 31071448 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PLANET FORD 635
PO BOX 472247
GARLAND TX 75047

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

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

Ordered 1/12/2023 Freight .
Requested 9/29/2023 Taken By D HEATH
Delivery PER B RODRIGUEZ REQ 59704 ITB 23-16943-DH

If you have any questions feel free to reach out to Breana Rodriguez at 806-775-2374 or by email at BRodriguez@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2024 Ford F-750 Cab w/Dump Bed	2.000	123,737.0000	EA	247,474.00	9/29/2023
6513 CC 6YD DUMP					

Total Order

Terms NET 30 247,474.00

This purchase order encumbers funds in the amount of $247,474.00 awarded to Randall Reed's Planet Ford 635 of Garland, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated November 30, 2022, from Randall Reed's Planet Ford 635 of Garland, TX, and ITB 23-16943-DH

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

City of Lubbock
ITB 23-16943-DH
(2) Crew Cab Trucks with 6 Yard Dump Body
Bid Form

					Randall Reed's Planet Ford 635
			Location Total		Garland, TX $247,474.00
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
0					
#0-1	Crew Cab trucks with 6 Yard Dump Body 6513 CC 6YD DUMP	2	EA	$123,737	$247,474.00

City of Lubbock
ITB 23-16943-DH
(2) Crew Cab Trucks with 6 Yard Dump Body
Bid Table

					Randall Reed's Planet Ford 635			
				Location	Garland, TX			
				Total Cost	$247,474.00			
#	Items	Quantity(+/-)	UOM	Brand	Unit Price	Delivery Days ARO	Total Cost
0							
#0-1	Crew Cab trucks with 6 Yard Dump Body	2	EA	FORD F750	$123,737.00	180-260	$247,474.00

City of Lubbock, TX
Budget Summary
January 24, 2023

Capital Project Number:	92787
Capital Project Name:	General Fund Vehicle Replacement FY 22-23

	Budget
Encumbered/Expended	
Nine (9) Units of Commercial Side Loader Bodies (5811)	$1,201,554
Three (3) Units of Autocar DC64 Cab (5811)	524,548
One (1) Unit of Class 7 Commercial Truck with Pothole Patcher (4531)	229,842
Six (6) Units of Freightliner chassis to be used by six (6) KANN commercial side loader bodies (5811)	684,785
One (1) unit of Ford Explorer SUV (4211)	36,878
One (1) Unit of Caterpillar 120JOY Motor Grader (5812)	311,995
Two (2) units Animal Transport for Lubbock Animal Services (5311)	189,320
Three (3) units of half-ton regular cab pickup 4x2 (4211)	104,274
One (1) unit of half-ton regular cab pickup 4x2 (4541)	34,758
Three (3) units of half-ton regular cab pickup 4x2 (5221)	104,274
One (1) unit of half-ton regular cab pickup 4x2 (5225)	34,758
Five (5) units of half-ton crew cab pickup 4x4 (5615)	207,720
One (1) unit of half-ton extended cab pickup 4x2 (4311)	39,403
Two (2) units of half-ton extended cab pickup 4x2 (4541)	78,806
One (1) unit of half-ton extended cab pickup 4x4 (5221)	42,325
One (1) unit of half ton extended cab pickup 4x2 (5731)	42,325
Agenda Item January 24, 2023	
Two (2) units of crew cab trucks with 6 yard dump bodies (4531)	247,474
Encumbered/Expended To Date	4,115,039
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,864,050
Remaining Appropriation	1,864,050
Total Appropriation	$5,979,089

Purchasing and Contract Management
Project Summary

ITB 23-16943-DH (2) Crew Cab trucks with 6 Yard Dump Body

Notice was published in the Lubbock Avalanche Journal on November 6 and November 13, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire-hub.com from November 4, 2022 to November 30, 2022.

12 vendors took documents from Bonfire-hub.com

9 vendors were notified separately.

1 vendor submitted a bid.

AI# 11297
Regular City Council Meeting 6. 18.
01/24/2023:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31071416, in accordance with BuyBoard Contract 603-20, with GT Distributors, Inc., for the purchase of lighting and associated equipment to be installed on thirty-eight new Police Patrol Vehicles.

Item Summary

Purchase Order 31071416 for $584,452.56 is for lighting and associated equipment that will be installed on 38 new Police Patrol Vehicles. This purchase from GT Distributors, Inc., of Austin, Texas, is made through BuyBoard Contract 603-20, which is a purchasing cooperative and an administrative agency created in accordance with Section 791.00-I of the Texas Government Code, and used to obtain the benefits and efficiencies that can accrue to members of a commodities, goods, and services entity.

Fiscal Impact

The total cost is $584,452.56, and is funded in Capital Improvement Project 92769.9220.40000.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Services

Attachments

Resolution
PO 31071416
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, Purchase Order No. 31071416 in accordance with BuyBoard Contract #603-20 for the purchase of Lighting and Equipment for 38 Patrol Vehicles, by and between the City of Lubbock and GT Distributors, Inc. of Pflugerville, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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

ccdocs/RES.PurchaseOrd 31071416 Lighting and Equipment for 38 Patrol Vehicles
01.11.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/11/2023
Order Number 31071416 000 OP
Branch/Plant 3526

TO: GT DISTRIBUTORS, INC.
1124 NEW MEISTER LN. STE 100
PFLUGERVILLE TX 78660

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 1/11/2023 Freight

Requested 3/21/2023 Taken By S BALLANCE

Delivery PER L MOBBS, REQ 17089 PUR 17089/ BUYBOARD CONTRACT #603-20

If you have any questions, please contact Lisa Mobbs: LMobbs@mylubbock.us or 806-775-2185

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Whelen Combo Driving Warning	76.000	145.6000	EA	11,065.60	3/21/2023
Whelen ION Pillar	38.000	1,006.7200	EA	38,255.36	3/21/2023
Whelen 3 Round LED	38.000	50.9600	EA	1,936.48	3/21/2023
Whelen 16 Exp Module Whelen	38.000	144.0400	EA	5,473.52	3/21/2023
Strip Lite	76.000	107.1200	EA	8,141.12	3/21/2023
Whelen 90 Degree Bracket	76.000	15.6000	EA	1,185.60	3/21/2023
Havis Swing Up Device	38.000	315.7100	EA	11,996.98	3/21/2023
Havis Docking Station	38.000	673.2900	EA	25,585.02	3/21/2023
Havis Lighter Plug	38.000	91.8900	EA	3,491.82	3/21/2023
Havis Self Adjusting Cup Holde	38.000	39.4700	EA	1,499.86	3/21/2023
Havis Accessory Pocket	38.000	42.4800	EA	1,614.24	3/21/2023
Havis Side Mount Arm rest	38.000	146.6700	EA	5,573.46	3/21/2023
Havis HVAC Relocation Kit	38.000	35.7200	EA	1,357.36	3/21/2023
Havis Premium keybouard Havis	38.000	530.6900	EA	20,166.22	3/21/2023
Angled Console	38.000	354.5800	EA	13,474.04	3/21/2023
Setina Horizontal Sliding Wind	38.000	579.8300	EA	22,033.54	3/21/2023
Setina 12 Coated Ply Seat Setina	38.000	1,031.4000	EA	39,193.20	3/21/2023
VS Alum Bumper Setina Guard	38.000	363.8300	EA	13,825.54	3/21/2023
Steel	38.000	606.8300	EA	23,059.54	3/21/2023
OPS Custom FIU Combo Series	38.000	4,829.0200	EA	183,502.76	3/21/2023
OPS Installation Base	38.000	471.6000	EA	17,920.80	3/21/2023
Whelen ION Series Red Blue	152.000	82.0000	EA	12,464.00	3/21/2023
Whelen Legacy DUO WCX	38.000	2,766.7500	EA	105,136.50	3/21/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 1/11/2023

Order Number 31071416 000 OP

Branch/Plant 3526

TO: GT DISTRIBUTORS, INC.
1124 NEW MEISTER LN. STE 100
PFLUGERVILLE TX 78660

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

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

Ordered 1/11/2023 Freight

Requested 3/21/2023 Taken By S BALLANCE

Delivery PER L MOBBS, REQ 17089 PUR 17089/ BUYBOARD CONTRACT #603-20

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Freight	1.000	16,500.0000	EA	16,500.00	3/21/2023

Total Order 584,452.56

Terms NET 30

This purchase order encumbers funds in the amount of $584,452.56 awarded to GT Distrubutors, Inc. of Pflugerville, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated December 5, 2022, from GT Distrubutors, Inc. of Pflugerville, TX, and BuyBoard Contract #603-20.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

Seller and Buyer agree as follows:

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Quote	QTE0165134
Date	12/5/2022
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GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Lubbock, City of (TX)
Attn: Accounts Payable
PO Box 2000
Lubbock TX 79457

Ship To:

City of Lubbock Radio Shop
530 36th St Ste 200
Attn: Brad Swenson
Lubbock TX 79404

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2023 FPI UTILITY	000383	CH	FACTORY DIRECT	NET 15	0/0/0000	2,682,326

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
76	WE-M4DWJ*	Whelen Combo Driving/Warning R over B List price $ 280.00	EA	$145.60	$11,065.60
38	WE-RPWT50*	Whelen ION Rear Pillar TRIO 2020 FPI Utility List price $ 1936.00	EA	$1,006.72	$38,255.36
228	WE-OEI3RBA*	Whelen TRIO Lighthead Red Blue Amber	EA	$0.00	$0.00
38	WE-3SRCCDCR*	Whelen 3" Round LED Compartment Light List price $ 98.00	EA	$50.96	$1,936.48
38	WE-CEM16*	Whelen 16 Output Expansion Module List price $ 277.00	EA	$144.04	$5,473.52
76	WE-PSJ02FCR*	Whelen Strip-Lite DUO Flasher Red Blue List price $ 206.00	EA	$107.12	$8,141.12
76	WE-PSBKT90*	Whelen 90 Degree Mounting Bracket List price $ 30.00	EA	$15.60	$1,185.60
38	HS-C-DMM-3015*	Havis Swing Up Device Mt 20-23 FPI Utility List price $ 536.00	EA	$315.71	$11,996.98
38	HS-DS-DELL-602-2*	Havis Docking Station w/ Dual PassThrough Ar List price $ 1143.09	EA	$673.29	$25,585.02
38	HS-C-LP2-USB-BL2*	Havis Lighter Plug , USB Accessory Bracket List price $ 156.00	Each	$91.89	$3,491.82
38	HS-CUP2-1001*	Havis Self Adjusting Double Cup Holder List price $ 67.00	EA	$39.47	$1,499.86
38	HS-C-AP-0645-1*	Havis 6" Accessory Pocket 4.5" Deep List price $ 72.11	Each	$42.48	$1,614.24

Quote	QTE0165134
Date	12/5/2022
Page:	2

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Lubbock, City of (TX)
Attn: Accounts Payable
PO Box 2000
Lubbock TX 79457

Ship To:

City of Lubbock Radio Shop
530 36th St Ste 200
Attn: Brad Swenson
Lubbock TX 79404

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2023 FPI UTILITY	000383	CH	FACTORY DIRECT	NET 15	0/0/0000	2,682,326

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
38	HS-C-ARM-108*	Havis Side Mounted Flip Up Armrest List price $ 249.00	EA	$146.67	$5,573.46
38	HS-CM009785-1*	Havis HVAC Relocation Bracket Kit List price $ 60.63	EA	$35.72	$1,357.36
38	HS-PKG-KBM-106-1*	Havis Premium Keyboard Mount Package List price $ 901.00	EA	$530.69	$20,166.22
38	HS-C-VS-1012-INUT*	Havis 22" Angled Console 20-23 FPI Utility List price $ 602.00	EA	$354.58	$13,474.04
38	HS-EB30-CH7-1P*	Havis Equipment Bracket	EA	$0.00	$0.00
38	HS-EB40-CCS-1P*	Havis Shield-Equipment Bracket	EA	$0.00	$0.00
38	HS-FP15*	Havis Shields 1 1/2" High	EA	$0.00	$0.00
38	HS-FP2*	Havis Shields 2" High Filler	EA	$0.00	$0.00
38	SET-PK0121ITU20TM*	Setina 10VS Horizontal Sliding Window List price $ 859.00	EA	$579.83	$22,033.54
38	SET-QK0566ITU20*	Setina #12 Coated Poly w Replacement Seat List price $ 1528.00	EA	$1,031.40	$39,193.20
38	SET-BK0534ITU20*	Setina PB400 VS Alum Bumper 20-23 FPI Utilit List price $ 539.00	EA	$363.83	$13,825.54
38	SET-HK2272ITU20*	Setina PB10 HL Guard Steel with PB9 List price $ 899.00	EA	$606.83	$23,059.54
38	OPS-FIU-22-40-38-306*	OPS Custom FIU Combo Series 22" H X 40" W X 38" D	EA	$4,829.02	$183,502.76

Quote	QTE0165134
Date	12/5/2022
Page:	3

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Lubbock, City of (TX)
Attn: Accounts Payable
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Lubbock TX 79457

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City of Lubbock Radio Shop
530 36th St Ste 200
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Lubbock TX 79404

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Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
38	OPS-FIU-2020*	List price $ 6036.28 OPS Installation Base FIU 2020-23	EA	$471.60	$17,920.80
152	WE-IONJ	List price $ 589.50 Whelen ION Series LED Split Red Blue	EA	$82.00	$12,464.00
38	WE-EB2SP3J-PKG	List price $ 168.00 Whelen Legacy DUO WCX, C399, SA315	EA	$2,766.75	$105,136.50
38	WE-STPKT105	List price $ 5350.00 Whelen Strap Kit 2020-23 FPI Utility	EA	$0.00	$0.00
38	WE-C399	List price $115.00 Whelen CenCom Core Amp Control Module	EA	$0.00	$0.00
38	WE-CCTL7	List price $ 1342.00 Whelen CenCom Core Control Head	EA	$0.00	$0.00
38	WE-C399K1	List price $ 449.00 Whelen OBDII Install Kit for Ford	EA	$0.00	$0.00
38	WE-SA315P	List price $ 167.00 Whelen 100 Watt Speaker	EA	$0.00	$0.00
38	WE-SAK1	List price $ 391.00 Whelen Univ. Mounting Bracket	EA	$0.00	$0.00
1	NOTES*	List price $49.00 Notes: Buyboard contract pricing #603-20 Whelen 48% , Havis 41.1% , Setina 32.5% and OPS 20% off List	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Peter Hernandez
Whelen pricing only valid till 1/27/23

Subtotal	$567,952.56
Misc	$0.00
Tax	$0.00
Freight	$16,500.00
Total	$584,452.56

City of Lubbock, TX
Budget Summary
January 24, 2023

Capital Project Number:	92769
Capital Project Name:	General Fund Vehicle Replacement FY 22-23 (Pre-Purchase)

	Budget
Encumbered/Expended	
Two (2) units of 1/2 ton Ford Ext 4X4	$ 71,418
Three (3) units of 3/4 ton Ford Ext 4X4	122,586
Four (4) units of Ford Ext bed delete	245,024
Thirty Eight (38) SUVs (5735)	1,811,480
Agenda Item January 24, 2023	
Thirty eight (38) sets of vehicle upfitting equipment for LPD (5735)	584,453
Encumbered/Expended To Date	2,834,961
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	461,039
Remaining Appropriation	461,039
Total Appropriation	$ 3,296,000

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution rejecting all bids, for the purchase of one Mid-Size SUV Airport Police Patrol Unit and one 3/4-Ton Pickup Truck, for the Aviation Security Department.

Item Summary

The bids, per ITB 23-16930-EG, for the Mid-Size SUV Airport Police Patrol Unit and the 3/4-Ton Pickup Truck, are being rejected due to the vendors taking multiple exceptions to the specifications. The exceptions were not minor and the department did not find it acceptable.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution Rejecting All Bids

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for one sport utility vehicle and one ¾ ton truck for airport security pursuant to ITB 23-16930-EG and orders that no contract be entered into pursuant to said invitation to bid.

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

ccdocs/RES.Rejection of Bids-airport security vehicles
1.6.23

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to approve the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

Item Summary

A local government must have a mitigation plan approved, pursuant to the Federal Emergency Management Agency's (FEMA) Title 44 Code of Federal Regulations (CFR), Section 201.6, in order to receive Hazard Mitigation Grant Program Project Grants, either pre-disaster or post-disaster.

The City of Lubbock participated with other local jurisdictions in Lubbock County in developing a multi-jurisdictional Hazard Mitigation Plan for Lubbock County. The Plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. The Plan will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

According to Title 44 CFR 201.6:
1) Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.
2) Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan must be provided within the stated time limit.
3) For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must provide documentation that the plan has been formally adopted.

FEMA has approved the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan pending adoption by participating jurisdictions.

The Plan is lengthy (828 pages), so a Table of Contents is attached, and the full plan is available for review in the Office of the City Secretary.

Fiscal Impact

None

Staff/Board Recommending

Shaun Fogerson, Fire Chief
Joe Moudy, Director of Emergency Management

Attachments

Resolution - Hazard Mitigation Plan
Lubbock Cnty Hazard Mitigation

RESOLUTION

WHEREAS, natural hazards in the City of Lubbock area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Lubbock has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Lubbock County Hazard Mitigation Plan Update 2022 outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Lubbock County Hazard Mitigation Plan update 2022 is approved in its entirety;
2. The City of Lubbock will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The City of Lubbock vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and
4. The City of Lubbock shall take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

ADOPTED this ___ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Moudy, Emergency Operations

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Approval of Hazard Mitigation Plan
January 5, 2023

LUBBOCK COUNTY
HAZARD MITIGATION ACTION PLAN

UPDATE 2022

Maintaining a Safe, Secure, and Sustainable Community



H2O PARTNERS

For more information, visit our website at:

lubbockcounty.gov

Written comments should be forwarded to:

H2O Partners, Inc.
P. O. Box 160130
Austin, Texas 78716
info@h2opartnersusa.com
www.h2opartnersusa.com

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AI# 11281
Regular City Council Meeting 6. 21.
01/24/2023:

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to execute a Mutual Aid Agreement between the City of Lubbock and the governmental entities within the South Plains Association of Governments Region to provide mutual aid in disasters and/or civil emergencies.

Item Summary

The South Plains Association of Governments (SPAG) Regional Mutual Aid Agreement was last approved by the City Council in 2004. Since 2004, there have been changes in legislative requirements affecting reimbursement, that have rendered several sections of the 2004 mutual aid agreement obsolete. The regional mutual aid agreement was revised in 2022 and approved by the SPAG Board of Directors on December 13, 2022.

Participation in the SPAG Regional Mutual Aid Agreement is required for all jurisdictions seeking State Homeland Security Program Grant Funds through SPAG.

Fiscal Impact

None

Staff/Board Recommending

Shaun Fogerson, Fire Chief
Joe Moudy, Director of Emergency Management

Attachments

Resolution - South Plains Regional Mutual Aid Agmt.

South Plains Regional Mutual Aid Agmt.

RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE MAYOR TO SERVE AS THE CITY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, the City of Lubbock is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the City's residents and their property; and

WHEREAS, in the event of a large-scale disaster, the City of Lubbock could be faced with a situation that exceeds its capability to effectively respond to the incident thereby placing residents and their property at greater risk: and

WHEREAS, this same limitation impacts localities across the Texas South Plains Region; and

WHEREAS, it would benefit the City of Lubbock, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

WHEREAS, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

WHEREAS, the City of Lubbock finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

NOW THEREFORE, be it resolved by the City Council of the City of Lubbock, Texas, that:

1. The Mayor is hereby authorized and directed to execute the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein.

2. The Mayor, as the City's Emergency Management Director, is designated to serve as the City's Chief Representative in all matters pertaining to its participation in this agreement.

3. The City agrees to abide by the terms of this agreement insomuch as it benefits the welfare and safety of our residents and their property.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Moudy, Emergency Operations

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Agrmt-South Plains Regional Mutual Aid
January 5, 2023

SOUTH PLAINS REGION (TEXAS STATE PLANNING REGION 2)
MUTUAL AID AGREEMENT

This Mutual Aid Agreement is made by and between the cities, counties, other political subdivisions, and institutions of higher education of the Texas State Planning Region 2 as designated by the Governor's Office and for the purpose of this document referred to as the **"South Plains Regional Mutual Aid Agreement"** who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating **"Parties"**.

RECITALS

A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
E. The Parties hereto wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) Chapter 418, Texas Government Code (Texas Disaster Act of 1975) as amended Chapter 421, Texas Government Code (Texas Homeland Security Act), Texas Education Code (Chapters 37 and 51), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 2.
G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **PREVIOUS AGREEMENT**

This Agreement replaces any and all previous Regional Mutual Aid Agreement created for Texas State Planning Region 2.

3. **LEGAL AUTHORITY**

This Agreement is made pursuant to the authority of Chapters 418, 421, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, Chapters 37 and 51 of the Texas Education Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

4. **DEFINITIONS**

A. **MUTUAL AID** means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

B. **REQUESTING PARTY** means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

C. **RESPONDING PARTY** means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

5. **REQUEST FOR ASSISTANCE**

All requests for assistance shall be made in accordance with Texas Government Code 418.115.

6. **RESPONSE TO REQUEST FOR ASSISTANCE**

The decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

7. **OTHER MUTUAL AID AGREEMENTS, SUPPLEMENTARY AGREEMENTS AND PROTOCOLS**

It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract.

8. **REIMBURSEMENT OF COSTS**

All reimbursement of costs shall be in accordance with Texas Government Code 418.1181.

9. **ADMINISTRATIVE SERVICES**

The SPAG COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.

10. **INVENTORY AND DATABASE**

An inventory of mutual aid resources available for response under this Agreement will be administered by the COG and made accessible to the participating Parties on a timely basis. As such, all Parties to this Agreement will maintain and update their mutual aid response asset information with the SPAG COG/ERAC twice a year. The SPAG COG will ensure that reminders are sent twice a year to all Parties to prompt them to update their information, provide any new resource information, and take other actions reasonably necessary to ensure the accessibility of the information. The mutual aid resource inventory will be restricted for use solely by the current Parties participating in this Agreement.

11. **WITHDRAWAL**

A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.

12. **NOT FOR BENEFIT OF THIRD PARTIES**

This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

13. **EXERCISE OF POLICE POWER**

This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

14. **IMMUNITY NOT WAIVED**

Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

15. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED**

The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.

16. **EQUIPMENT AND PERSONNEL**

During the time mutual aid is being furnished, all equipment used by the Responding Party aid shall continue to be owned, leased, or rented by the Responding Party. At all times while equipment and personnel of a Responding Party are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Responding Party. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

17. **EXPENDING FUNDS**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

18. **TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 11 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

19. **MAINTENANCE AND REVIEW OF THE AGREEMENT**

The ERAC will review this Agreement at least annually, from the date of its adoption by the SPAG Board of Directors, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the ERAC will be presented to the SPAG Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 11.

20. **AMENDMENTS TO AGREEMENT**

This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

21. **INTERLOCAL COOPERATION ACT**

The Parties agree that mutual aid in the context contemplated herein is a "*governmental function and service*" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

22. **ENTIRETY**

This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 7 above.

23. **SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

24. **VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

25. **CAPTIONS**

Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

RESOLUTION NO. _____

A RESOLUTION BY THE COMMISSIONERS COURT OF _____ COUNTY, TEXAS, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, _____ County is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

WHEREAS, in the event of a large-scale disaster, _____ County could be faced with a situation that exceeds its capability to effectively respond to the incident thereby placing residents and their property at greater risk: and

WHEREAS, this same limitation impacts localities across the Texas South Plains Region; and

WHEREAS, it would benefit _____ County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

WHEREAS, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

WHEREAS, _____ County finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

NOW THEREFORE, be it resolved by the Commissioner's Court of _____ County, Texas, that:

1. The County is hereby authorized to join itself as a party to the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement.

2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this agreement.

3. The County agrees to abide by the terms of this agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS _____ DAY OF _____, 20__.

ATTEST: ATTEST:

_____ _____

County Clerk Judge

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF _____, TEXAS, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE MAYOR TO SERVE AS THE CITY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, The City of _____ is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the City's residents and their property; and

WHEREAS, in the event of a large-scale disaster, The City of _____ could be faced with a situation that exceeds its capability to effectively respond to the incident thereby placing residents and their property at greater risk: and

WHEREAS, this same limitation impacts localities across the Texas South Plains Region; and

WHEREAS, it would benefit The City of _____, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

WHEREAS, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

WHEREAS, The City of _____ finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

NOW THEREFORE, be it resolved by the City Council of The City of _____, Texas, that:

1. The City is hereby authorized to join itself as a party to the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement.

2. The Mayor, as the City's Emergency Management Director, is designated to serve as the City's Chief Representative in all matters pertaining to its participation in this agreement.

3. The City agrees to abide by the terms of this agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS _____ DAY OF _____, 20__.

ATTEST: ATTEST:

_____ _____

City Secretary Mayor

RESOLUTION NO. _____

A RESOLUTION BY THE SCHOOL BOARD OF _____, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE SUPERINTENDENT TO SERVE AS THE DISTRICTS CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE DISTRICT'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, The _____ Independent School District is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the District's residents and their property; and

WHEREAS, in the event of a large-scale disaster, The _____ Independent School District could be faced with a situation that exceed its capability to effectively respond to the incident thereby placing residents and their property at greater risk: and

WHEREAS, this same limitation impacts localities across the Texas South Plains Region; and

WHEREAS, it would benefit the _____ Independent School District, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

WHEREAS, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

WHEREAS, the _____ Independent School District finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

NOW THEREFORE, be it resolved by the School Board of The _____Independent School District, Texas, that:

1. The District is hereby authorized to join itself as a party to the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement.

2. The Superintendent, as the District's Emergency Management Director, is designated to serve as the District's Chief Representative in all matters pertaining to its participation in this agreement.

3. The District agrees to abide by the terms of this agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS _____ DAY OF _____, 20__

ATTEST: ATTEST:

_____ _____

School Board Secretary Superintendent

AI# 11273
Regular City Council Meeting
01/24/2023:

7. 1.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3094-C, a request of AMD Engineering for Betenbough Homes, LLC, for a zone change from Two-Family District (R-2) to Garden Office (GO), at 1001 Tulane Street, located south of Tulane Street and west of North Cypress Road, Cypress Grove Addition, Tract A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on January 5, 2023, 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

3094-C Ordinance
8.1 ZC3094-C_Report
3094-C Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3094-C; A ZONING CHANGE FROM R-2 TO GO ZONING DISTRICT AT 1001 TULANE STREET, LOCATED SOUTH OF TULANE STREET AND WEST OF NORTH CYPRESS ROAD, CYPRESS GROVE ADDITION, TRACT A, 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. 3094-C

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-2** to **GO** zoning district at **1001 Tulane Street, located south of Tulane Street and west of North Cypress Road, Cypress Grove Addition, Tract A**, 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/ZC3094-C
January 5, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 3094-C
City Council Meeting	January 24, 2023

Applicant AMD Engineering

Property Owner Betenbough Homes, LLC

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2536: The subject property was annexed into city limits and zoned Transition District (T).
- April 6, 1960, Zone Case 0804, Ordinance No. 3093: The subject property was rezoned from T to Single-Family District (R-1).
- October 11, 2007, Zone Case 3094, Ordinance No. 2007-O0103: The subject property was rezoned from R-1 to R-1 Specific Use for Reduced Setbacks.
- June 9, 2020, Zone Case 3094-B, Ordinance No. 2020-O0084: The subject property was rezoned from R-1 Specific Use for Reduced Setbacks to Two-Family District (R-2).
- January 5, 2023, Zone Case 3094-C: Planning and Zoning Commission recommended approval of a zone change from Two-Family District (R-2) to Garden Office (GO) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The property was originally platted as Cypress Grove Addition, Tract A on January 15, 2021. The subject property consists of 0.45 acres of vacant land out of Tract A.

Adjacent Property Development
The property is surrounded by residential uses zoned Two-Family District (R-2) to the north, Single Family District (R-1) to the east and vacant land zoned Light Manufacturing District (M-1) to the south.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 1001 Tulane Street, located south of Tulane Street and west of North Cypress Road. The applicant is requesting a zone change from Two-Family District (R-2) to Garden Office (GO).

Current zoning: **Two-Family District (R-2)**

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

Intent Statements
The intent of the current R-2 zoning is "…is to promote stable, quality residential development of slightly increased densities and multiple occupancy."

The intent of the 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."

Traffic Network/Infrastructure Impacts
The property is located south of Tulane Street and west of north Cypress Road, which are both designated as local streets by the Master Thoroughfare Plan, 2018. Local streets typically provide access to smaller, destination-oriented areas.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriately adjacent to residential uses.

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.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and the location is appropriate for GO.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not require additional public improvements to support the intensity of this use.

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

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

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

Case Information: Zone Case 3094-C

Allowable Uses: Garden Office (GO)

Transportation: The proposed development has a point of access from Tulane Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Tulane Street *Local Street (Complete)*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 40 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 1

5.1 **Zone Case 3094-C**: AMD Engineering for Betenbough Homes, LLC request for a zone change from Two-Family District (R-2) to Garden Office (GO), at:

- 1001 Tulane Street, located south of Tulane Street and west of North Cypress Road, Cypress Grove Addition, Tract A.

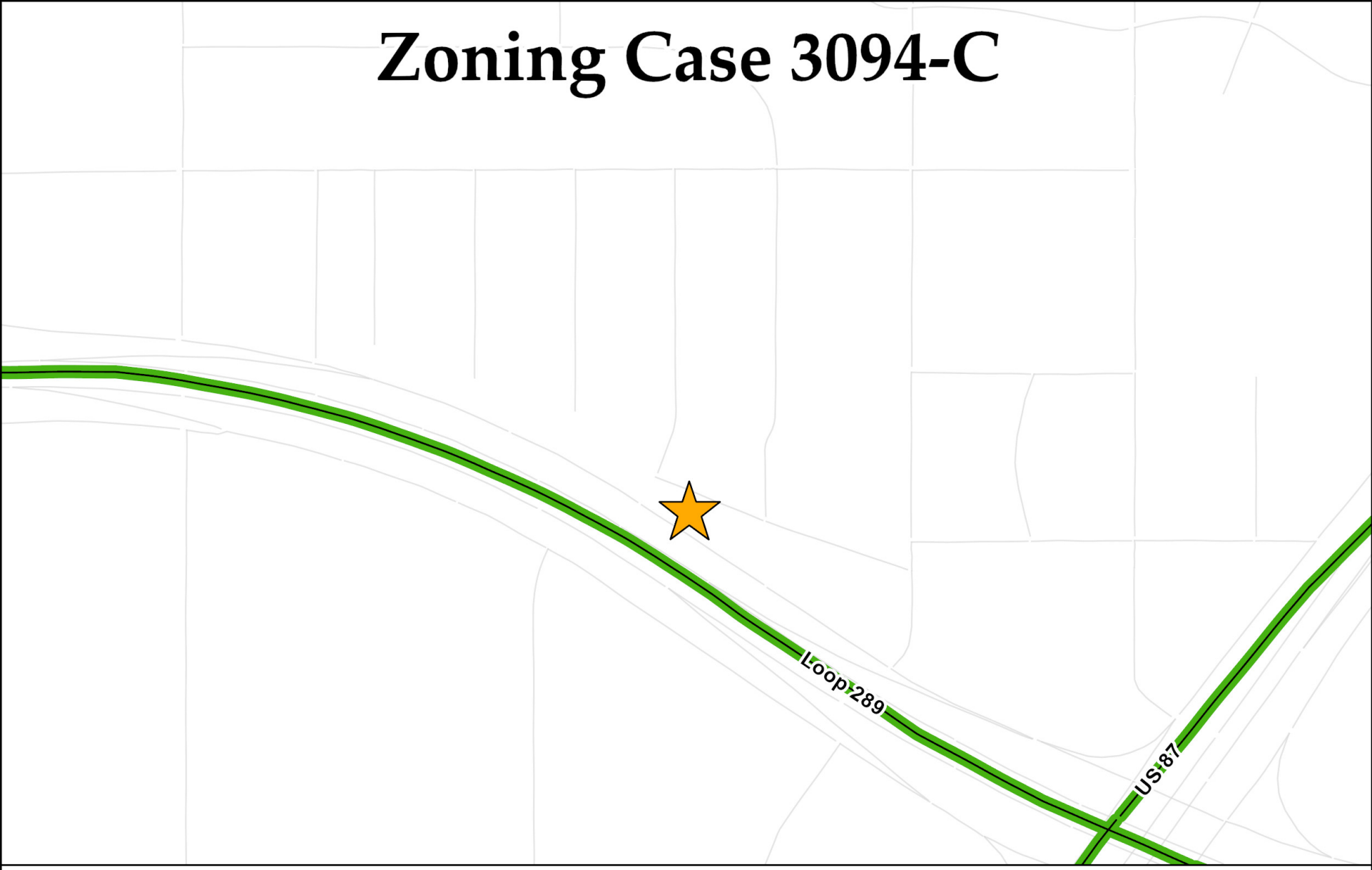
PLANNER CASSIE BERMEA stated there were fourteen (14) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT CHRIS BERRY, 7207 91st Street, representing Betenbough Homes, advised the property was a leftover piece, after building residential homes and duplexes to the north. The property is not big enough for a home, so the owner wants to construct an office for his property management company to work from and help maintain nearby properties.

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

In the matter of **Zone Case 3094-C**, a motion to approve was made by **JORDAN WHEATLEY** and seconded by **AVIRAJ PATEL** and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3094-C



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

N
W E
S

Date Exported: December 2022

Zoning Case 3094-C





Current Zoning

3094-C

Zoning Districts

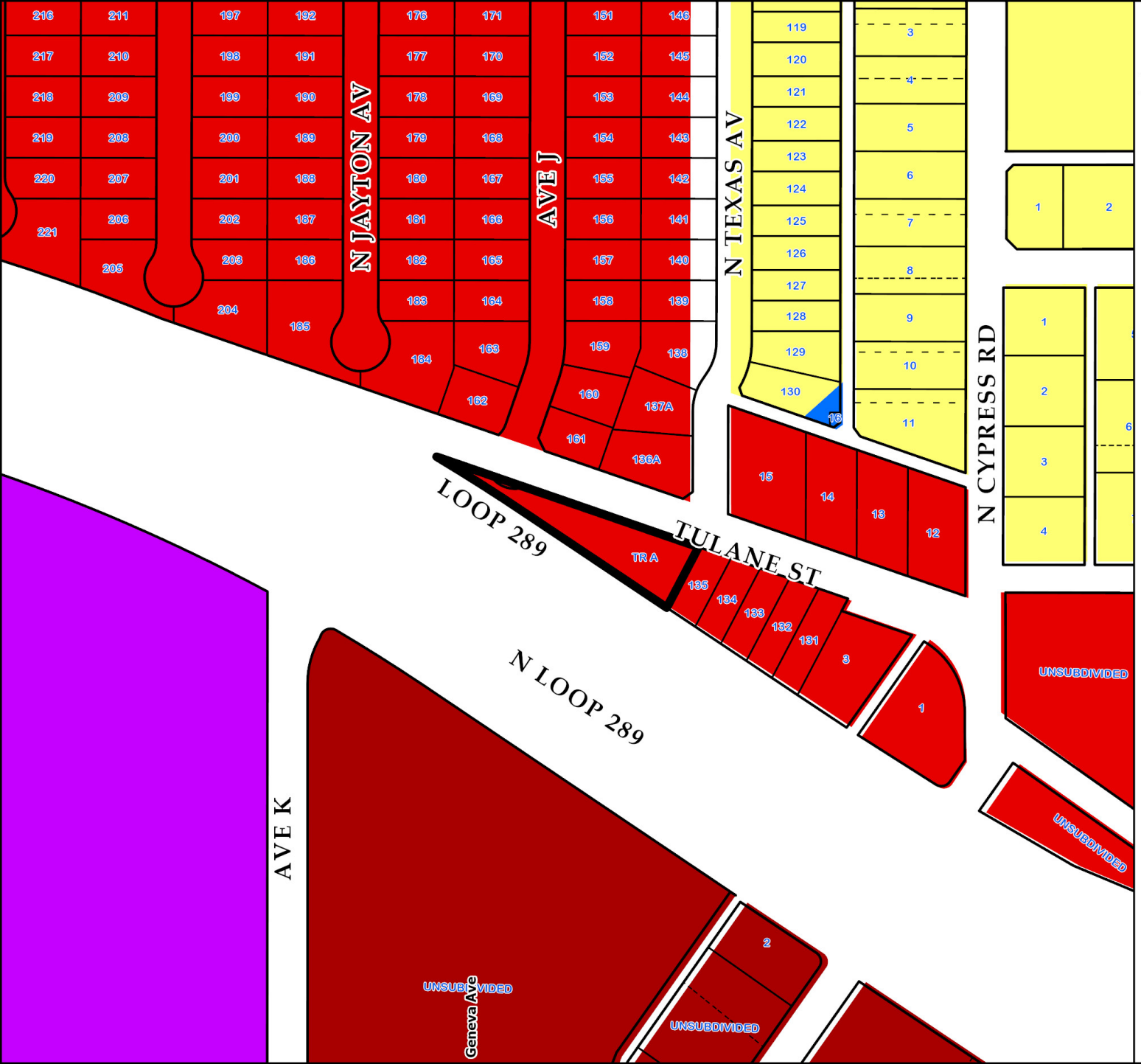
- Interstate Highway
- Industrial
- Light Manufacturing
- Single Family
- Single Family Specific Use
- Two Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: December 2022



Future Land Use Plan
Case 3094-C

Future Land Use Type

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: December 2022



West View.



East View.



North View.



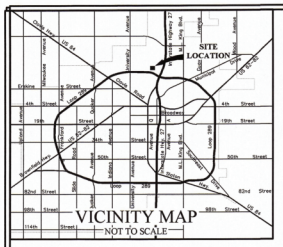
South View.

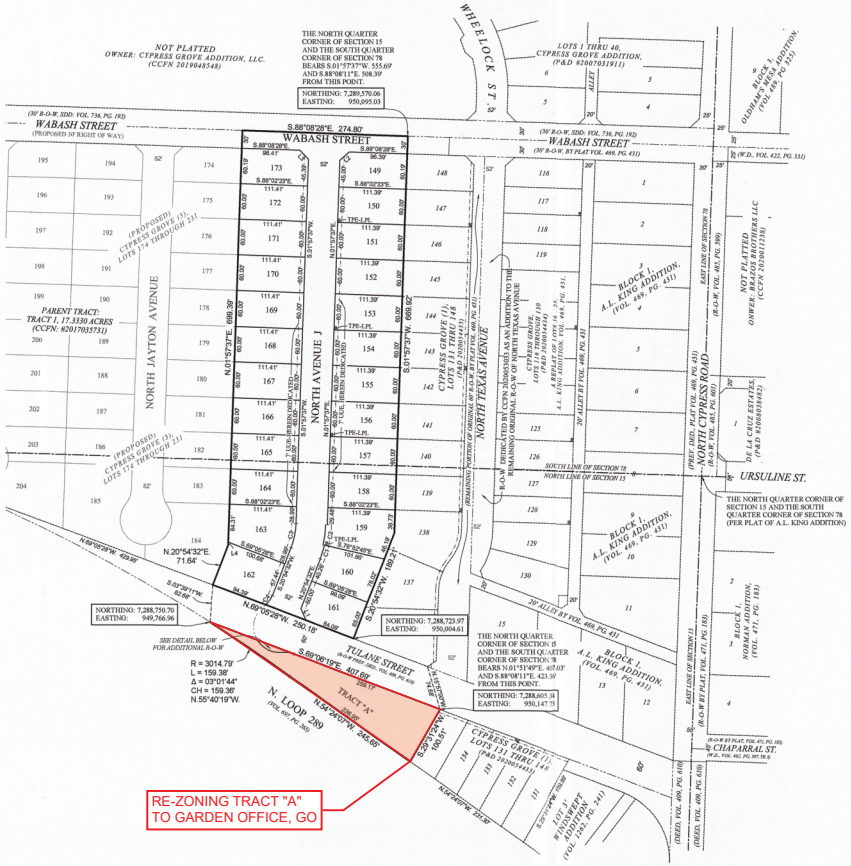
3094-C

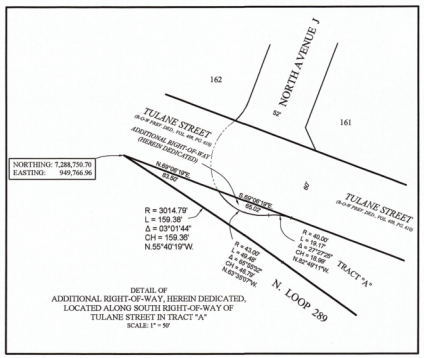
VOL 16 PAGE 43-B VOL 16 PAGE 43-A

CYPRESS GROVE,
LOTS 149 THROUGH 173 AND TRACT "A",
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

1748.04
2021002363

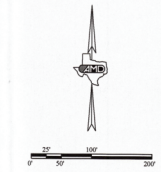






LINE	BEARING	DISTANCE
L1	N.24°05'28"W.	21.21'
L2	N.46°54'34"E.	21.23'
L3	S.43°05'26"E.	21.19'
L4	N.01°57'37"E.	4.89'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	177.00'	24.06'	7°47'16"	24.04'	N.17°00'53"E.
C2	177.00'	34.48'	11°09'38"	34.42'	N.07°32'26"E.
C3	125.00'	41.34'	18°56'54"	41.15'	S.11°26'04"W.
C4	40.00'	19.60'	28°04'04"	19.40'	S.34°56'34"W.



LEGEND:
CM = CONTROLLING MONUMENT
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER.
P&D = PLAT & DEDICATION NUMBER.
DRE = DRAINAGE EASEMENT.
LPL = LUBBOCK POWER & LIGHT.
R-O-W = RIGHT-OF-WAY
SDD = STREET DEDICATION DEED.
TPE = 4'x6' TRANSFORMER PAD EASEMENT (MINIMUM).
UUE = UNDERGROUND UTILITY EASEMENT.

NOTES:
1. HEAVY LINES INDICATE PLAT LIMITS.
2. ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.
3. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY THE PLANNING AND ZONING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
4. ALL UTILITY SERVICE SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS AND THE PROVISIONS OF SECTION 36.09.095 OF THE LUBBOCK CODE OF ORDINANCES.
5. ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF THIS FINAL PLAT.
6. ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.
7. ALL EASEMENTS HEREIN GRANTED SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REPAIR, REMOVAL, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
8. ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN ON THE PLAT FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
9. MINIMUM FLOOR ELEVATIONS SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 28.09.131, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
10. A BLANKET GARBAGE COLLECTION EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED.
11. IN ORDER TO PREVENT DAMAGE TO PUBLIC AND PRIVATE UTILITIES AND TO MINIMIZE AND OR ELIMINATE INTERRUPTION OF UTILITY SERVICES, THE CITY OF LUBBOCK SOLID WASTE SERVICES DEPARTMENT REQUESTS THAT NO UTILITY RISERS, METER BASES, PEDESTALS, ETC., PUBLIC OR PRIVATE, BE PLACED IN THE CHAMFERED CORNERS OF ALLEY WAYS.

BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH BEARINGS IS -01° 49' 27.95". THE COMBINED SCALE FACTOR IS 0.99977185.
COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
PLAT LIMITS OF (PARCEL 1) CYPRESS GROVE, LOTS 149 THROUGH 173 CONTAINS 5.068 ACRES OF LAND.
PLAT LIMITS OF (PARCEL 2) CYPRESS GROVE, TRACT "A" CONTAINS 0.453 ACRES OF LAND.
THESE PLAT LIMITS CONTAIN 5.521 ACRES OF LAND, TOTAL.
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.

APPROVED THIS 10TH DAY OF December, 20 20
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

CHAIRMAN

DIRECTOR OF PLANNING

KNOW ALL MEN BY THESE PRESENTS:
THAT I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS AND/OR OTHER CONTROL SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LUBBOCK, TEXAS.

REGISTERED PROFESSIONAL LAND SURVEYOR # 4339
LUBBOCK, TEXAS

SURVEYED: JANUARY 14, 2021

STATE OF TEXAS REGISTERED NORRIS STEVENS 4339 PROFESSIONAL LAND SURVEYOR
1-14-2021

AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-771-0878
Fax: 806-771-7625
TBPELS Reg. # 10178500
Accuracy - Efficiency - Integrity

PROPERTY OWNER: BETENBOUGH HOMES, LLC.
ADDRESS: 6305 82ND STREET, LUBBOCK, TEXAS 79424
PHONE: 806-797-9494
JOB NUMBER: 20704
CAD

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: _____

Lots/Tracts: Tract A

Survey & Abstract: Cypress Grove

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 1.1399

Existing Land Use: Vacant Existing Zoning: R-2

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: AMD Engineering

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: Texas

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: _____

Date: 11/2/2022 Printed Name: Will Stephens

Owner Information

Firm Name: Betenbough Homes, LLC

Owner: Chris Berry

Address: 6305 82nd Street City: Lubbock State: Texas

ZIP Code: 79424 Telephone: 806-797-9494 Email: chrisb@betenbough.com

Property Owner's Signature: _____

Date: 11/2/2022 Printed Name: Chris Berry

Preparer Information

Preparer's Signature: _____

Date: 11/2/2022 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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# 11274
Regular City Council Meeting 7. 2.
01/24/2023:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3476, a request of Ben and Jerry Properties, LLC, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1) at 1606 27th Street, located north of 27nd Street and west of Avenue P, O'Neall Terrace Annex Addition, Block 15, Lot 2, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on January 5, 2023, 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

3476 Ordinance
8.2 ZC3476_Report
3476 Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3476; A ZONING CHANGE FROM R-2 TO A-1 ZONING DISTRICT AT 1606 27TH STREET, LOCATED NORTH OF 27TH STREET AND WEST OF AVENUE P, O'NEALL TERRACE ANNEX ADDITION, BLOCK 15, LOT 2, 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. 3476

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-2** to **A-1** zoning district at **1606 27th Street, located north of 27nd Street and west of Avenue P, O'Neall Terrace Annex Addition, Block 15, Lot 2,** 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/ZC3476___
January 5, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 3476
City Council Meeting	January 24, 2023

Applicant Ben and Jerry Properties LLC

Property Owner Ben and Jerry Properties LLC

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- June 12, 1928, Ordinance No. 417: The subject property was annexed into the city limits.
- March 13, 1941, Original Zoning Ordinance: The subject property was zoned Two-Family District (R-2).
- January 5, 2023, Zone Case 3476: Planning and Zoning Commission recommended approval of a zone change from Two-Family District (R-2) to Family Apartment District (A-1) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 16
- Received In Favor: 2
- Received In Opposition: 2

Site Conditions and History
The property was platted as O'Neall Terrace Annex Addition, Block 15, Lot 2, on June 18, 1928. The property currently is developed with multiple housing structures, built in 1950.

Adjacent Property Development
The property is surrounded by Hood Park (zoned R-2) to the west, and north. To the east is vacant, subdivided land zoned R-2, and to the south are duplex residential structures zoned R-2.

Zoning Request and Analysis
Item Summary
The subject property is located at 1606 27th Street, located north of 27th Street and west of Avenue P. The applicant is requesting a zone change from Two-Family District (R-2) to Family Apartment District (A-1).

Current zoning: **Two-Family District (R-2)**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements
The intent of the current R-2 zoning is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the proposed A-1 zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and

urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

Traffic Network/Infrastructure Impacts
The location is along 27th Street, and west of Avenue P, which are designated as Local Streets by the Master Thoroughfare Plan, 2018. Local streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed 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 Medium Density uses. The proposed zone change to A-1 would be in conformance with the Future Land Use Plan. Due to the property location near Hood Park and a multi-story apartment complex the uses allowed in A-1 would be a compatible zoning district, and help provide a buffer for the residential properties to the east of this property.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located in an appropriate location next to a city park, and near Avenue Q which is a Principal Arterial.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the A-1 district. Additional infrastructure improvements may be necessary.

Attachments

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

Staff Contacts

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

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

Case Information: Zone Case 3476

Allowable Uses: Family Apartment District A-1

Transportation: The proposed development has point of access from 27th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
27th Street, *Local Street, Complete*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.2 **Zone Case 3476**: Ben and Jerry's Properties, LLC, request for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at:

- 1606 27th Street, located north of 27th Street and west of Avenue P, O'Neall Terrace Annex Addition, Block 15, Lot 2.

PLANNER GREG HERNANDEZ stated there were sixteen (16) notifications sent out with two (2) returned in favor and two (2) returned in opposition. The ones in opposition stated concerns with excess parking issues, noise, and increased crime. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT YARIV ZAFRIR, 8282 Moberly Lane, Dallas Texas, 75227, stated when the property was purchased, he was not aware there were any zoning issues. The residents were already established, and the property needed a lot of repair. They made repairs and did criminal background checks on residents. They want their residents to be of good quality.

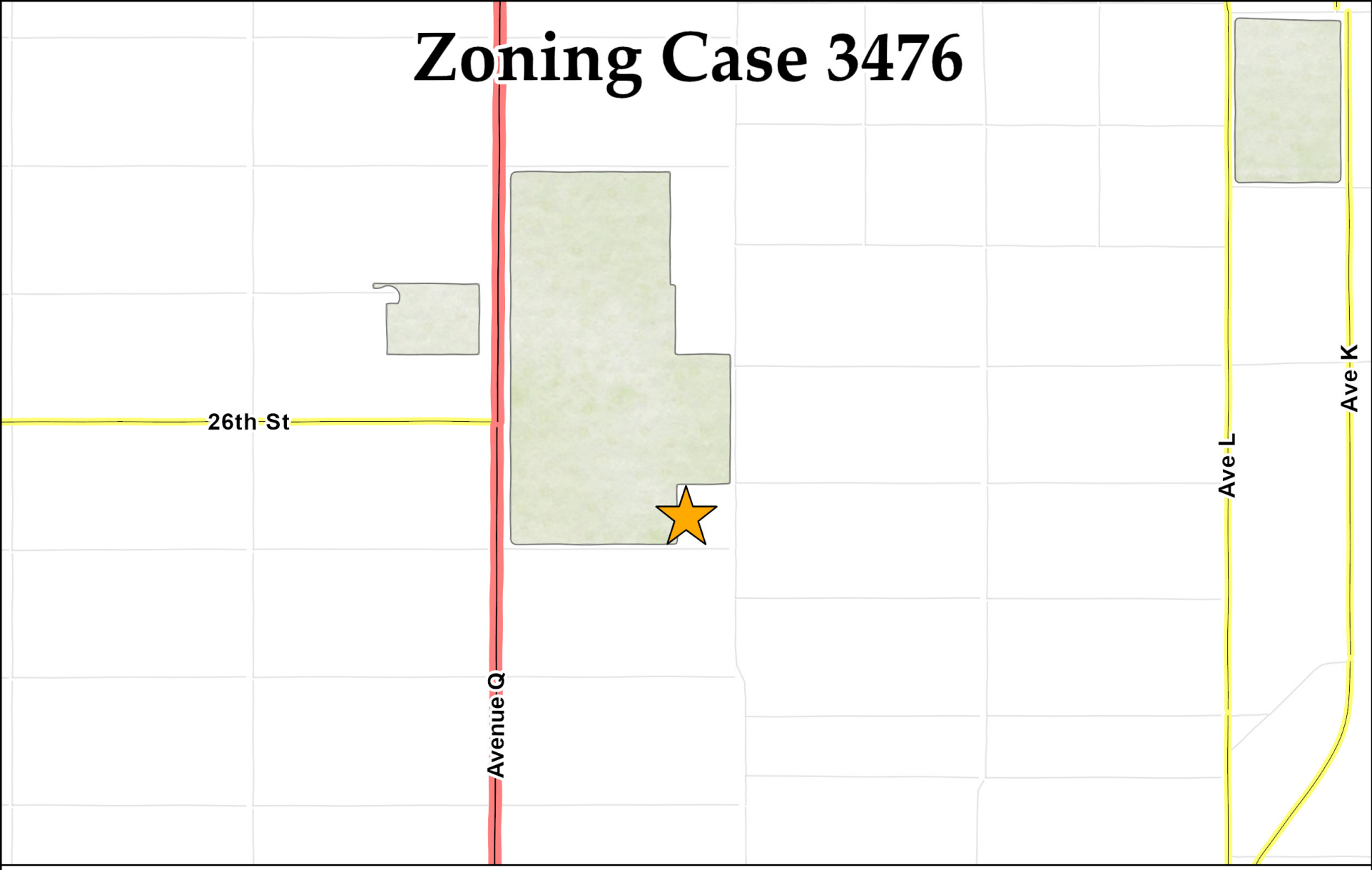
MEMBER JAMES BELL asked if all of the units were already rented, and if **Mr. Zafrir** was just trying to get the zoning into compliance. The applicant responded in the affirmative.

IN FAVOR DARLA ROGERS, 9803 Buford Avenue, stated she is the Property Manager. Since the applicant has purchased the property, there have been huge improvements made. The applicant put a fence around the property to lessen foot traffic for safety reasons. He also installed safety lights around the perimeter. The aim is to make the property a better part of the community, and **Mr. Zafrir** has certainly done that.

No one spoke in opposition of the request.

In the matter of **Zone Case 3476,** a motion was made by **BRANDON HARDAWAY** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

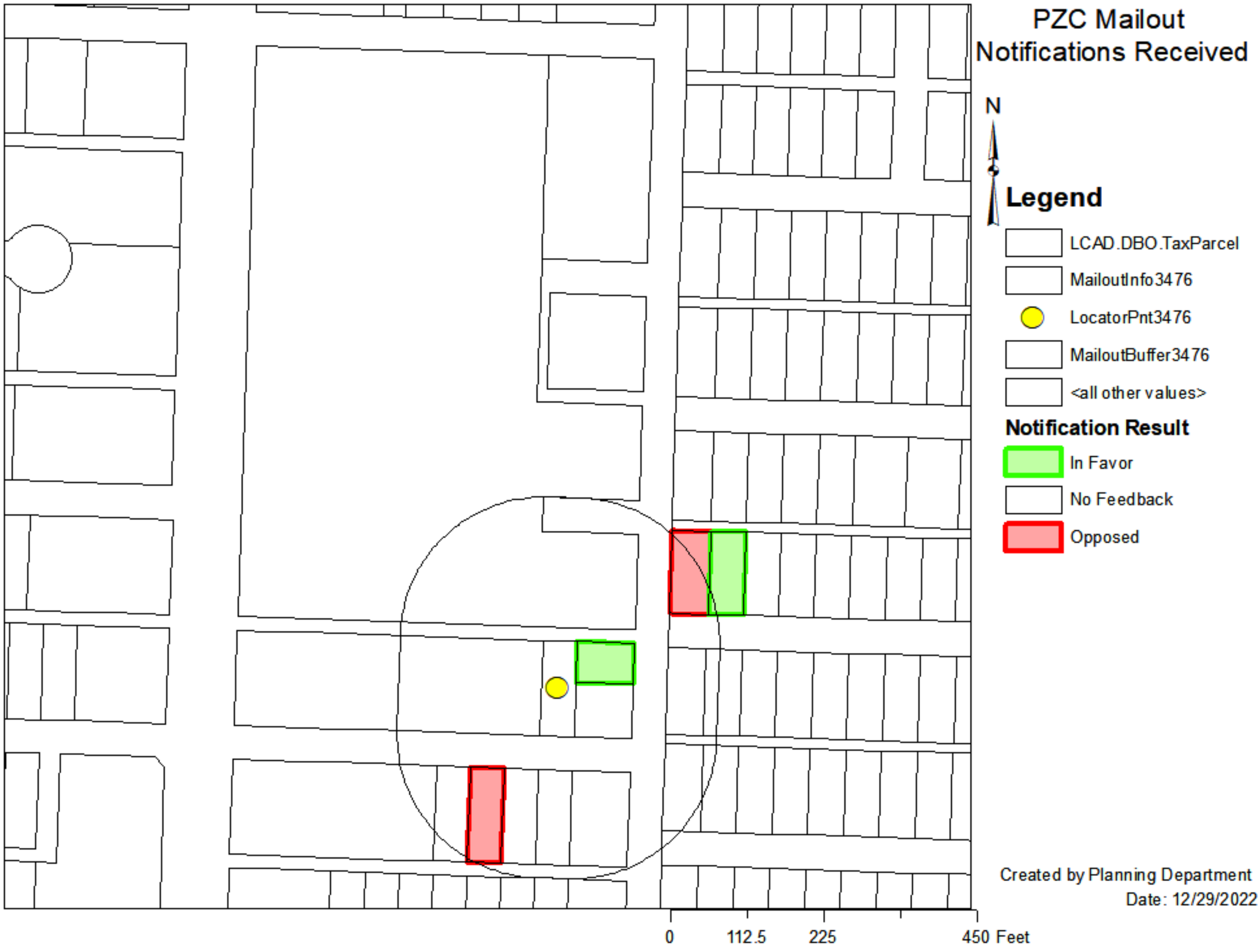
Zoning Case 3476



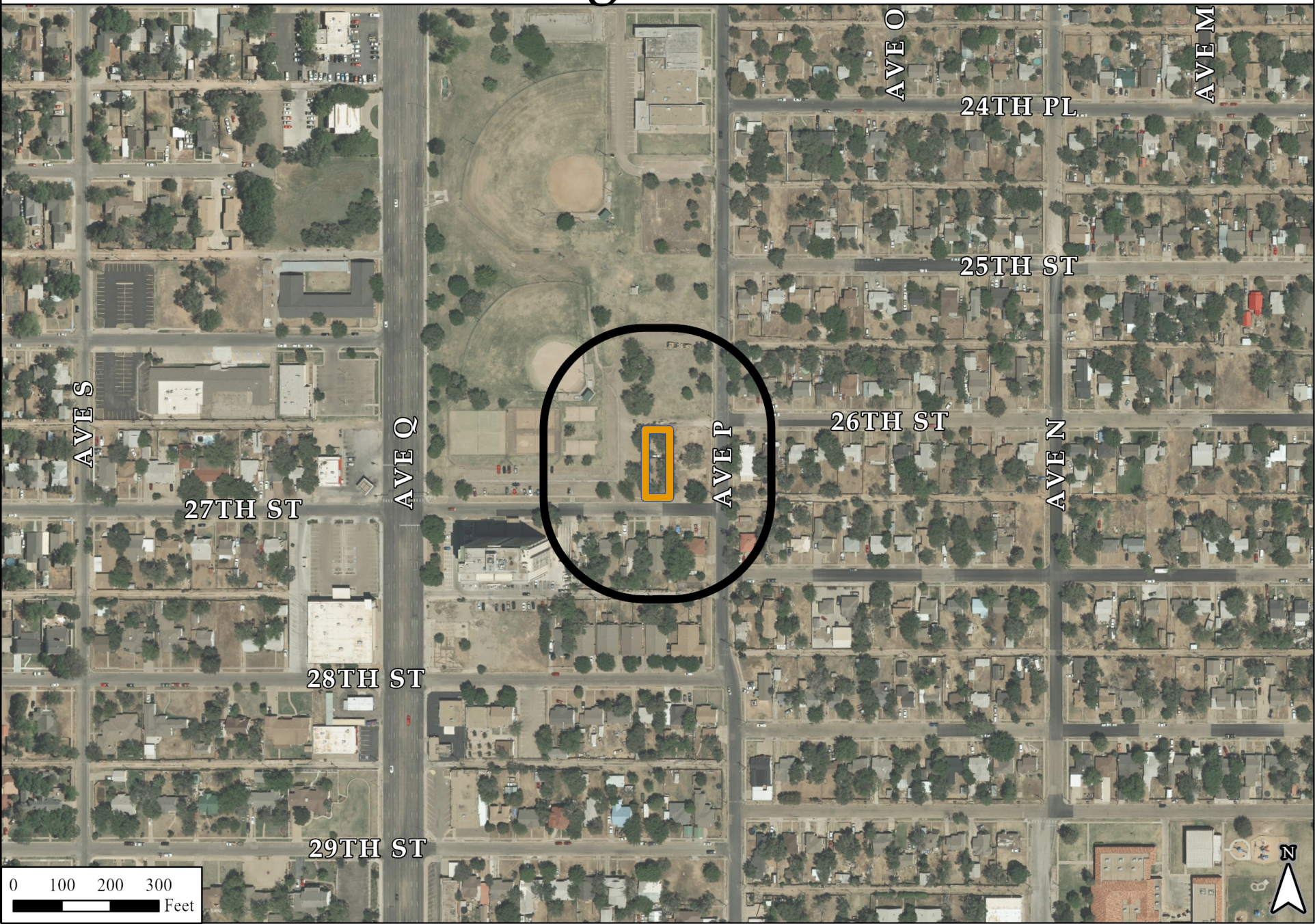
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

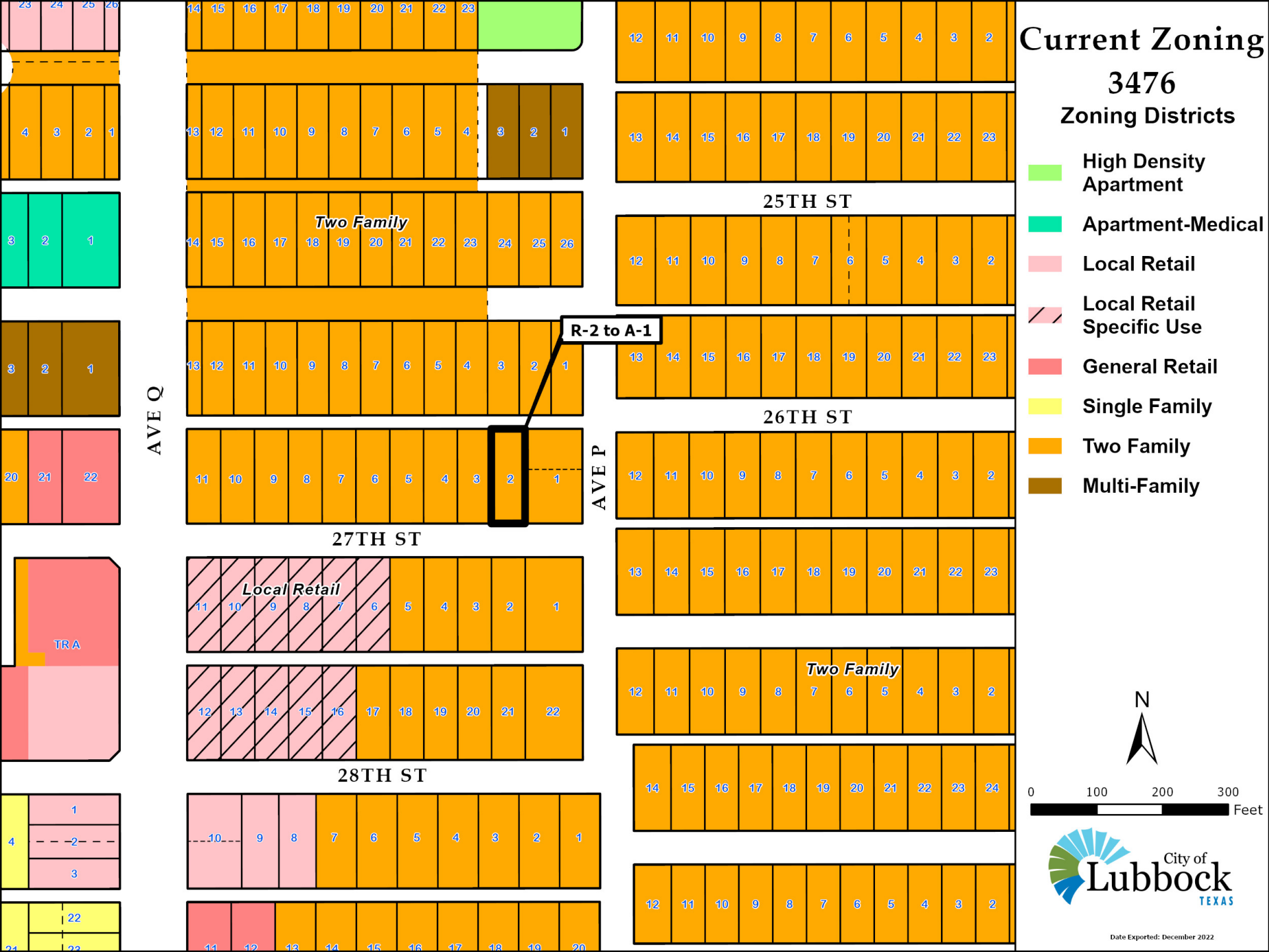
N
W E
S

Date Exported: December 2022


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
MailoutInfo3476
LocatorPnt3476
MailoutBuffer3476
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/29/2022
0
112.5
225
450 Feet

Zoning Case 3476




Current Zoning
3476
Zoning Districts
High Density Apartment
Apartment-Medical
Local Retail
Local Retail Specific Use
General Retail
Single Family
Two Family
Multi-Family
R-2 to A-1
Two Family
Local Retail
Two Family
TRA
AVE Q
AVE P
25TH ST
26TH ST
27TH ST
28TH ST
N
0 100 200 300
Feet
City of Lubbock TEXAS
Date Exported: December 2022



Future Land Use Plan
Case 3476

Future Land Use Type

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: December 2022

3476



View of subject property to the east.



View to the south.



View to the north.



View to the west.

City of Lubbock TEXAS
PLANNING

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1606 27th St Lubbock TX 79411

Lots/Tracts: LOT 2/ BLOCK 15/ Oneal Terrace Annex

Survey & Abstract: _____

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

Existing Land Use: RESIDENTIAL Existing Zoning: Duplex

Requested Zoning: 5 FAMILY

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

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: BEN AND JERRY PROPERTIES LLC

Owner: YARIV ZAFRIR

Address: 8282 MOBERLY LANE City: DALLAS State: TX

ZIP Code: 75227 Telephone: 2142126847 Email: JERRY@BENJERRYPROPERTIES.COM

Property Owner's Signature: [signature]

Date: 12/01/22 Printed Name: YARIV ZAFRIR

Preparer Information

Preparer's Signature: [signature]

Date: 12/1/2022 Printed Name: YARIV ZAFRIR

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.:** ***3476***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Mass housing produces excessive noise, parking issue, crime. This lower income area does not need anymore criminal activity. The history of apartments w/in a 2 mile radius of this area is not good.

Print Name Mike Figueroa

Signature: Mike Figueroa

Address: 4701 113th

Address of Property Owned: 1524 26th

Phone Number: 806-239-7174

Email: Mikefigueroa hotmail.com

Zone Case Number: **3476** R69328 Recipient 11 of 16

3M PROPERTY MANAGEMENT INC
4701 113TH ST
LUBBOCK TX 79424

RECEIVED
DEC 27 2022
BY:

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3476***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I own multiple single family dwellings in the area. As seen by ALL other Apts in the area, they will bring proplems like: parking, crime, view of park

Print Name Mike Fuqua

Signature: Mike Fuqua

Address: 4701 113th

Address of Property Owned: 1609 27th

Phone Number: 806-239-7174

Email: mikefuqua@hotmail.com

Zone Case Number: **3476** R73495 Recipient 3 of 16

3 M PROPERTY MANAGEMENT INC
4701 113TH ST
LUBBOCK TX 79424-7374

RECEIVED
DEC 27 2022
BY:

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3476***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name GARY LECROY

Signature: [signature]

Address: 1413 TEXAS AVENUE

Address of Property Owned: 1907 27TH.

Phone Number: 806-535-8898

Email: LIMOSESS@AOL.COM

Zone Case Number: **3476** R69355 Recipient 14 of 16

LECROY, GARY
PO BOX 12011
LUBBOCK TX 79452-2011

RECEIVED
DEC 28 2022
BY:

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3476***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Noe Garcia

Signature: Noe Garcia

Address: ~~2608 24th~~ 2608 Ave P - Lub 79411

Address of Property Owned: 1601 27th Lub 7944

Phone Number: 8063443480

Email: noegarcia1949@gmail.com

Zone Case Number: **3476** R73954 Recipient 8 of 16

GARCIA, NOE
2608 AVE P
LUBBOCK TX 79411

RECEIVED
DEC 28 2022
BY:

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 3466-A, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Reduced Setback Single-Family District (R-1A) and Family Apartment District (A-1) to Family Apartment District (A-1) and Interstate Highway Commercial District (IHC), at 909 98th Street, located south of 98th Street and west of Highway 87, on 7.4 acres of unplatted land out of Block E, Section 11, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on January 5, 2023, 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

3466-A Ordinance
8.3 ZC3466-A_Report
3466-A Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3466-A; A ZONING CHANGE FROM R-1A AND A-1 TO A-1 AND IHC ZONING DISTRICT AT 909 98TH STREET, LOCATED SOUTH OF 98TH STREET AND WEST OF HIGHWAY 87, ON 7.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 11, 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. 3466-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1A and A-1** to **A-1 and IHC** zoning district at **909 98th street, located south of 98th street and west of highway 87, on 7.4 acres of unplatted land out of Block E, Section 11,** 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

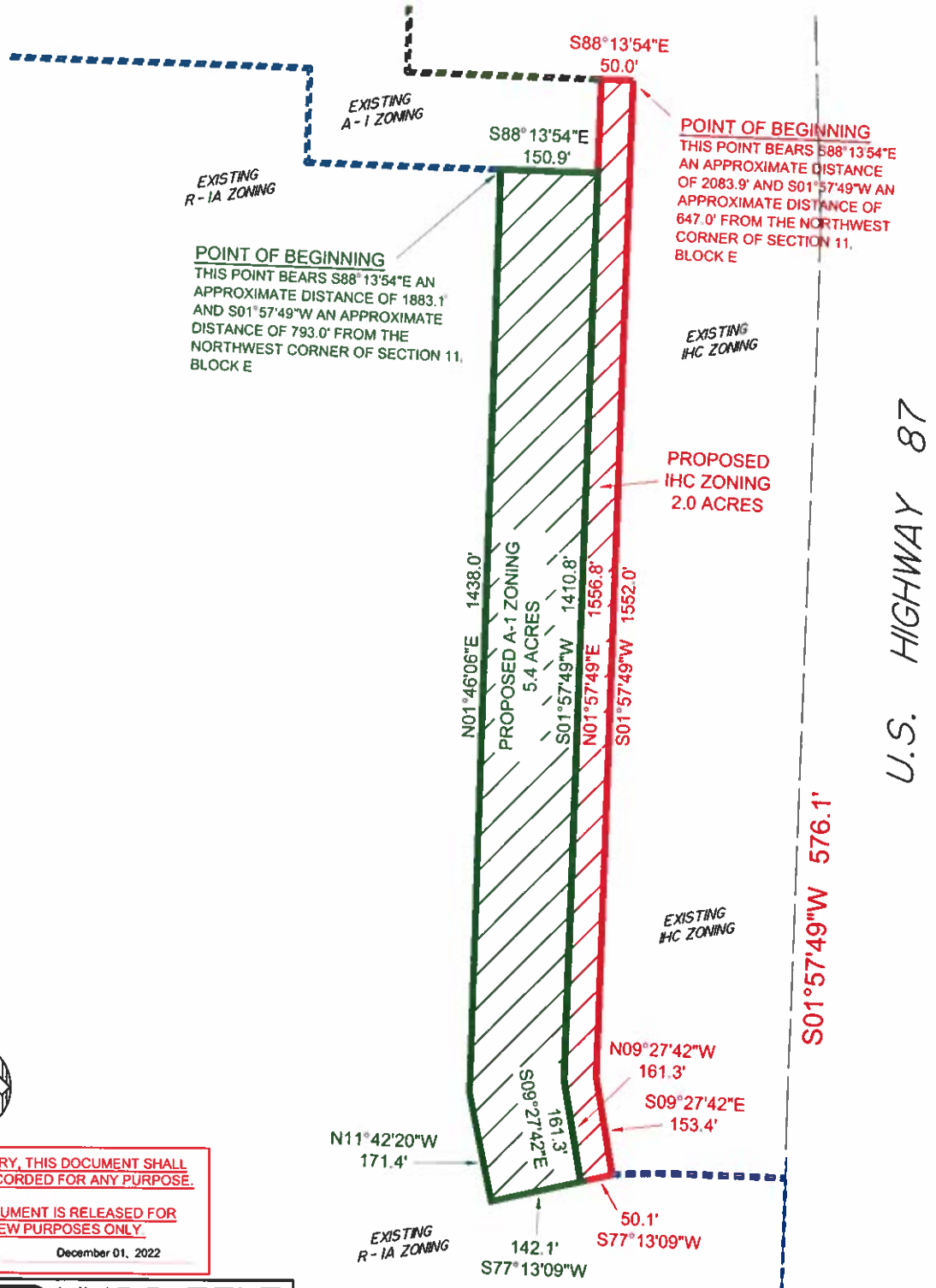
APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3466-A
January 5, 2023

PROPOSED ZONING

LOCATED IN SECTION 11, BLOCK E



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY

RELEASE DATE: December 01, 2022

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED A-1 ZONING
5.4 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 5.4 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. 88°13'54" E. an approximate distance of 1883.1 feet and S. 01°57'49" W. an approximate distance of 793.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas;

THENCE S. 88°13'54" E. an approximate distance of 150.9 feet to a point for the Northeast corner of this tract;

THENCE S. 01°57'49" W. an approximate distance of 1410.8 feet to a point;

THENCE S. 09°27'42" E. an approximate distance of 161.3 feet to a point for the Southeast corner of this tract;

THENCE S. 77°13'09" W. an approximate distance of 142.1 feet to a point for the Southwest corner of this tract;

THENCE N. 11°42'20" W. an approximate distance of 171.4 feet to a point;

THENCE N. 01°46'06" E. an approximate distance of 1438.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
December 1, 2022

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

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED IHC ZONING
2.0 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 2.0 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract, which bears S. 88°13'54" E. an approximate distance of 2083.9 feet and S. 01°57'49" W. an approximate distance of 647.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas;

THENCE S. 01°57'49" W. an approximate distance of 1552.0 feet to a point;

THENCE S. 09°27'42" E. an approximate distance of 153.4 feet to a point for the Southeast corner of this tract;

THENCE S. 77°13'09" W. an approximate distance of 50.1 feet to a point for the Southwest corner of this tract;

THENCE N. 09°27'42" W. an approximate distance of 161.3 feet to a point;

THENCE N. 01°57'49" E. an approximate distance of 1556.8 feet to a point for the Northwest corner of this tract;

THENCE S. 88°13'54" E. an approximate distance of 50.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3466-A
City Council Meeting	January 24, 2023

Applicant Hugo Reed and Associates, Inc.

Property Owner Cotton Ridge Development, LLC

Council District 2

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 21, 2006, Ordinance No. 2006-O0119: The subject property was annexed and zoned Transition District (T).
- August 9, 2022, Zone Case 3466, Ordinance No. 2022-O0109: The subject property was rezoned from T to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-)1, Local Retail District (C-2) and Interstate Highway Commercial District (IHC).
- January 5, 2023, Zone Case 3466-A: The Planning and Zoning Commission recommended approval for a zone change from Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) to Interstate Highway Commercial District (IHC) and Family Apartment District (A-1) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 1
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property is 7.4 acres of unplatted land out of Block E, Section 11. The property remains vacant.

Adjacent Property Development

The subject property is surrounded by vacant land with IHC and A-1 zoning to the north, IHC to the east, and R-1A to the south and west.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 909 98th Street, located south of 98th Street and west of Highway 87. The applicant requests a zone change from A-1 and R-1A to IHC and A-1.

Current zoning: **Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A)**

Requested zoning: **Interstate Highway Commercial District (IHC) and Family Apartment District (A-1)**

Intent Statements

The intent of the current A-1 zoning is, "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development, which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the current R-1A zoning is, "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed IHC zoning is, "…to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 98th Street and Highway 87. The Master Thoroughfare Plan, 2018, designates 98th Street as Principal Arterial and Highway 87 as a freeway. 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. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

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 "Commercial" land use and "Residential Low Density" land use. Although the proposed zone change to IHC and A-1 would not be in conformance with the principles of the 2040 Comprehensive Plan, it would be appropriate as the applicant is purposing to extend the already established zoning of IHC and A-1 to the west.

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 IHC and A-1 zoning districts, as 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

Case Information: Zone Case 3466-A

Allowable Uses: Family Apartment District (A-1), Interstate Highway Commercial District (IHC)

Transportation: The proposed development has points of access from 98th Street and Highway 87.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street, Principal Arterial, Completed	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Highway 87, Freeway Completed	R.O.W. 295 feet, eight-lane, divided, not paved	R.O.W. 295 feet, eight-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 2

5.3 **Zone Case 3466-A:** Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC request for a zone change from Reduced Setback Single-Family District (R-1A) and Family Apartment District (A-1) to Family Apartment District (A-1) and Interstate Highway Commercial District (IHC), at:

- 909 98th Street, located south of 98th Street and west of Highway 87, on 7.4 acres of unplatted land out of Block E, Section 11.

PLANNER SHANE SPENCER stated there was one (1) notification sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

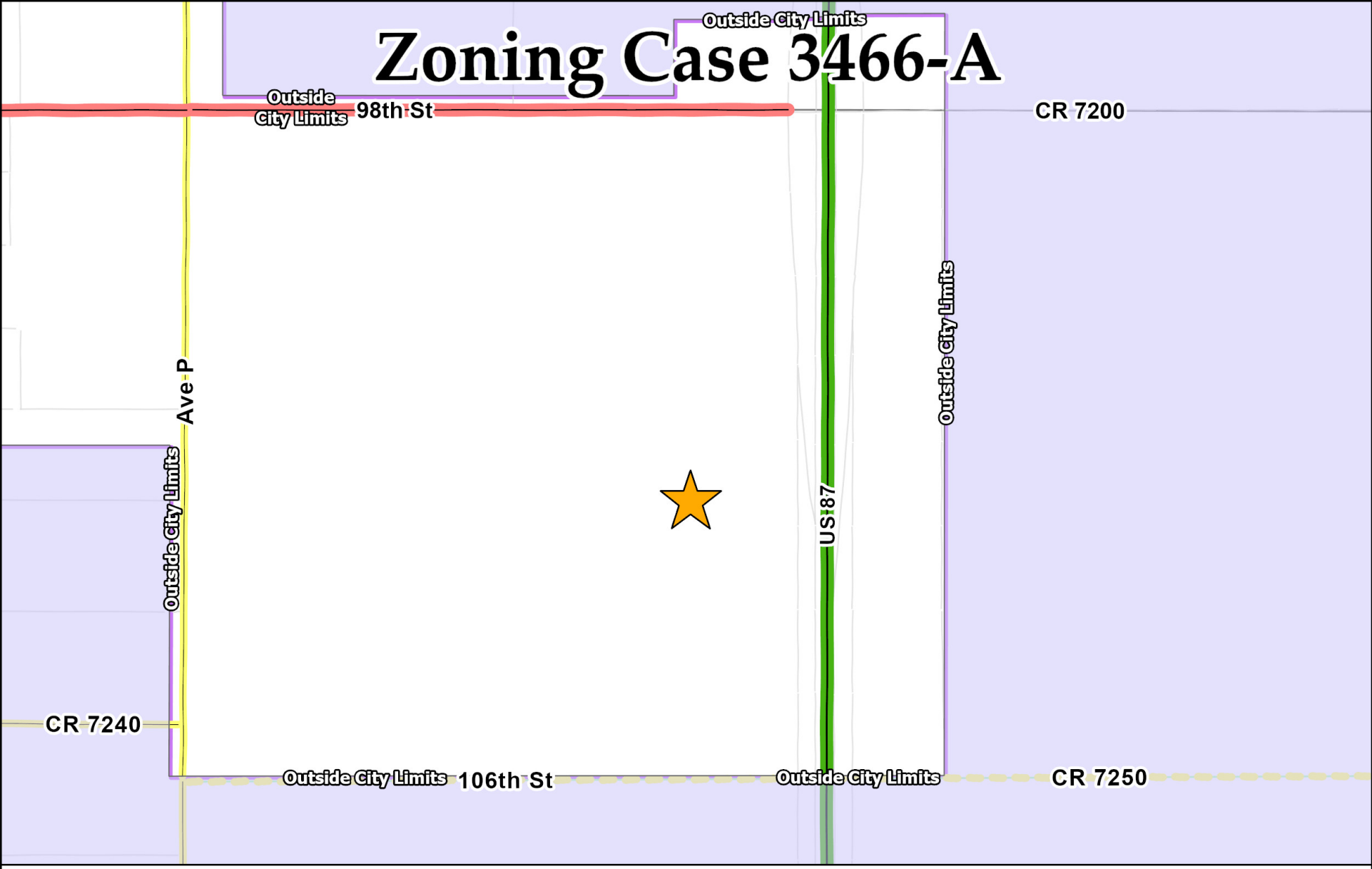
APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., stated back in August the comprehensive zoning on this entire development was approved. Since then, drainage issues were found and TxDOT will not allow water drainage toward their highway. The water has to be captured and sent to a detention basin. To channel water to right area while still utilizing the marketability of the property, some residential lots had to be pulled while deepening the commercial side to account for the mechanics of the project.

CHAIR SAWYER reiterated the project just moved west, and asked if there was still fifty-feet of drainage.

APPLICANT TERRY HOLEMAN replied that was correct. Rather than the commercial tracts being 300-feet deep, they are 350-feet deep, knowing the back 50 feet is unusable.

No one spoke in favor or in opposition of the request.
In the matter of **Zone Case 3466-A,** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3466-A

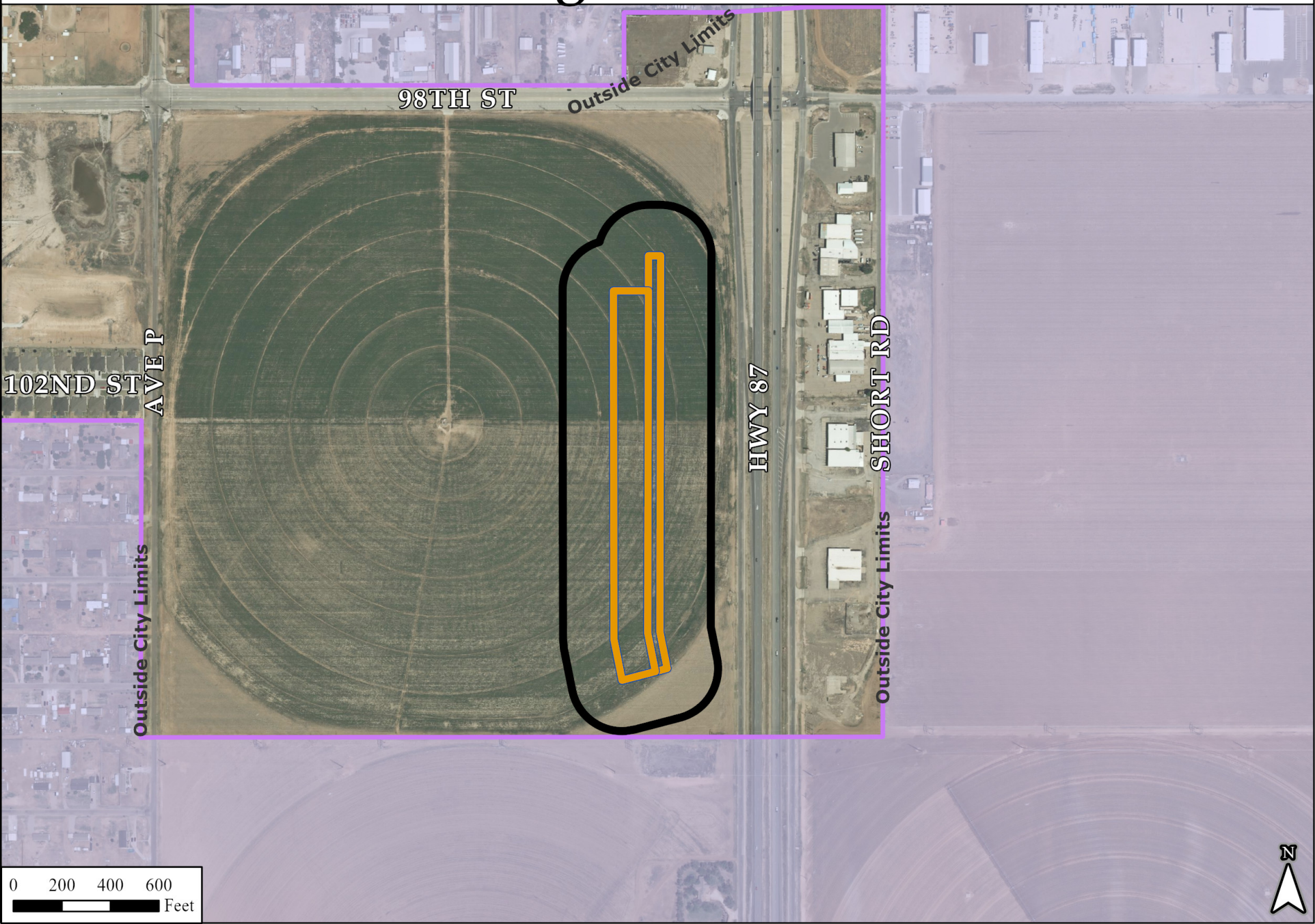


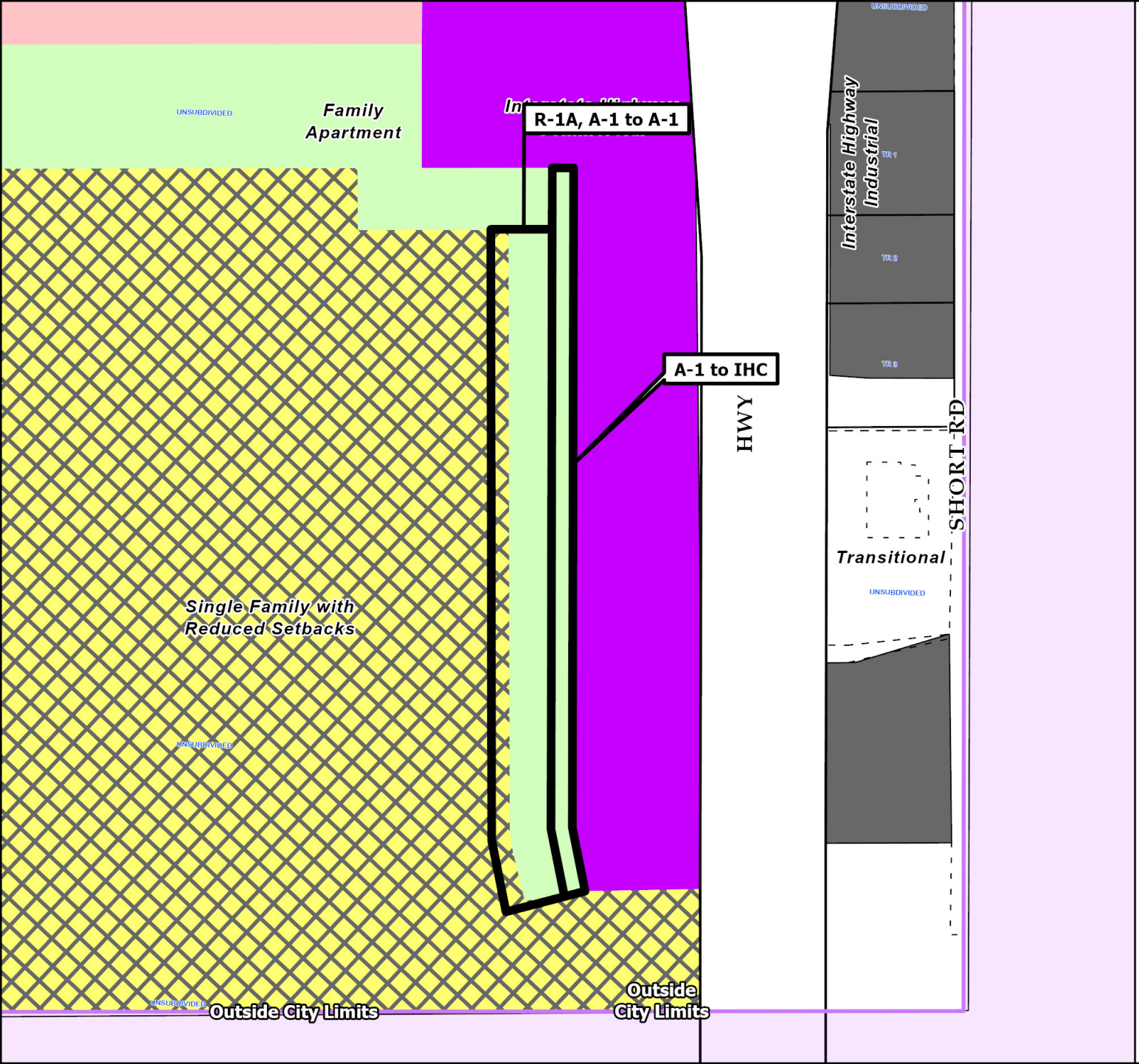
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: December 2022

Zoning Case 3466-A





Current Zoning

3466-A

Zoning Districts

- Family Apartment
- Local Retail
- Interstate Highway Commercial
- Interstate Highway Industrial
- Single Family with Reducded Setbacks
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: December 2022



Future Land Use Plan
Case 3466-A

Future Land Use Type

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: December 2022

3466-A



Subject property. View to the South.



View to the West.



View to the North.



View to the East.

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 909 98th Street

Lots/Tracts: See metes and bounds descriptions

Survey & Abstract: Section 11, Block E

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 7.4

Existing Land Use: Vacant Land Existing Zoning: R-1A and A-1

Requested Zoning: A-1 and IHC

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

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 12/1/2022 Printed Name: Terry Holeman

Owner Information

Firm Name: Cotton Ridge Development LLC

Owner: Rick Bigham

Address: 4002 111th Street City: Lubbock State: Texas

ZIP Code: 79423 Telephone: Email:

Property Owner's Signature:

Date: 12/1/2022 Printed Name: Rick Bigham

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

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

AI# 11189
Regular City Council Meeting
01/24/2023:

7. 4.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0186, for Zone Case 1977-H, a request of Seventeen Services, LLC for 7202 Slide LTD, for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

Item Summary

On December 13, 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 December 1, 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 - 1977-H
1977-H Staff Report
1977-H Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1977-H; A ZONING CHANGE FROM AM AND C-2A TO C-2 ZONING DISTRICT AT 7202 SLIDE ROAD, LOCATED NORTH OF 73RD STREET AND WEST OF SLIDE ROAD, SOUTH ACRES ADDITION, TRACT A, 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. 1977-H

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 **AM and C-2A** to **C-2** zoning district at **7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A,** 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/ZC1977-H_
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1977-H
City Council Meeting	January 24, 2023

Applicant Seventeen Services, LLC

Property Owner Kent Hale

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 the City of Lubbock.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- February 27, 1975, Zone Case 1977-A, Ordinance No. 7037: A portion of the subject property was rezoned from R-1 to Two-Family District (R-2).
- July 10, 1986, Zone Case 1977-E, Ordinance 8932: A portion of the subject property was rezoned from R-1 to Garden Office District (GO).
- August 26, 1999, Zone Case 1977-F, Ordinance 10179: The southern portion of the subject property was rezoned from GO to Local Retail District (C-2A).
- June 12, 2003, Zone Case 1977-G, Ordinance 2003-O0059: The northern portion of the subject property was rezoned from GO to Apartment-Medical District (AM).
- December 1, 2022, Zone Case 1977-H: The Planning and Zoning Commission recommended approval of a zone change from C-2A and AM to Local Retail District (C-2).

Notification Summary

- Notifications Sent: 33
- Received In Favor: 0
- Received In Opposition: 25 (14 from outside the notification boundary)

Site Conditions and History

The property was platted on May 18, 2005 as South Acres Addition, Tract A. In 2005, a three-story office building was constructed on this property.

Adjacent Property Development

The surrounding properties are zoned Single-Family District (R-1) and Restricted Local Retail District (C-2A). To the north, east and west are single family homes with a commercial building to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7202 Slide Road, located north of 73rd Street and west of Slide Road. The applicant is requesting a zone change from Restricted Local Retail District (C-2A) and Apartment-Medical District (AM) to Local Retail District (C-2).

Current zoning: **Restricted Local Retail District (C-2A) and Apartment-Medical District (AM)**

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

Intent Statements
The intent of the current C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of the current AM zoning is "…to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center."

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

Traffic Network/Infrastructure Impacts
The location is along Slide Road, which is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

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

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Commercial" land uses. This request does conform to this designation, and would be appropriate next to adjacent residential and commercial districts and fits the Comprehensive Plan's concept of a neighborhood center along a major thoroughfare (Lubbock 2040 pg. 60). Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is compatible next to adjacent land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed commercial uses, though additional improvements may be necessary.

Attachments

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

Staff Contacts

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

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

Case Information: Zone Case 1977-H

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has a point of access from Slide Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road, Principal Arterial, Completed	R.O.W. 88 feet, 7 lane, undivided, paved.	R.O.W. 88 feet, 7 lanes, 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

5.6 **Zone Case 1977-H:** Seventeen Services, LLC for 7202 Slide LTD

Request for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at:

- 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

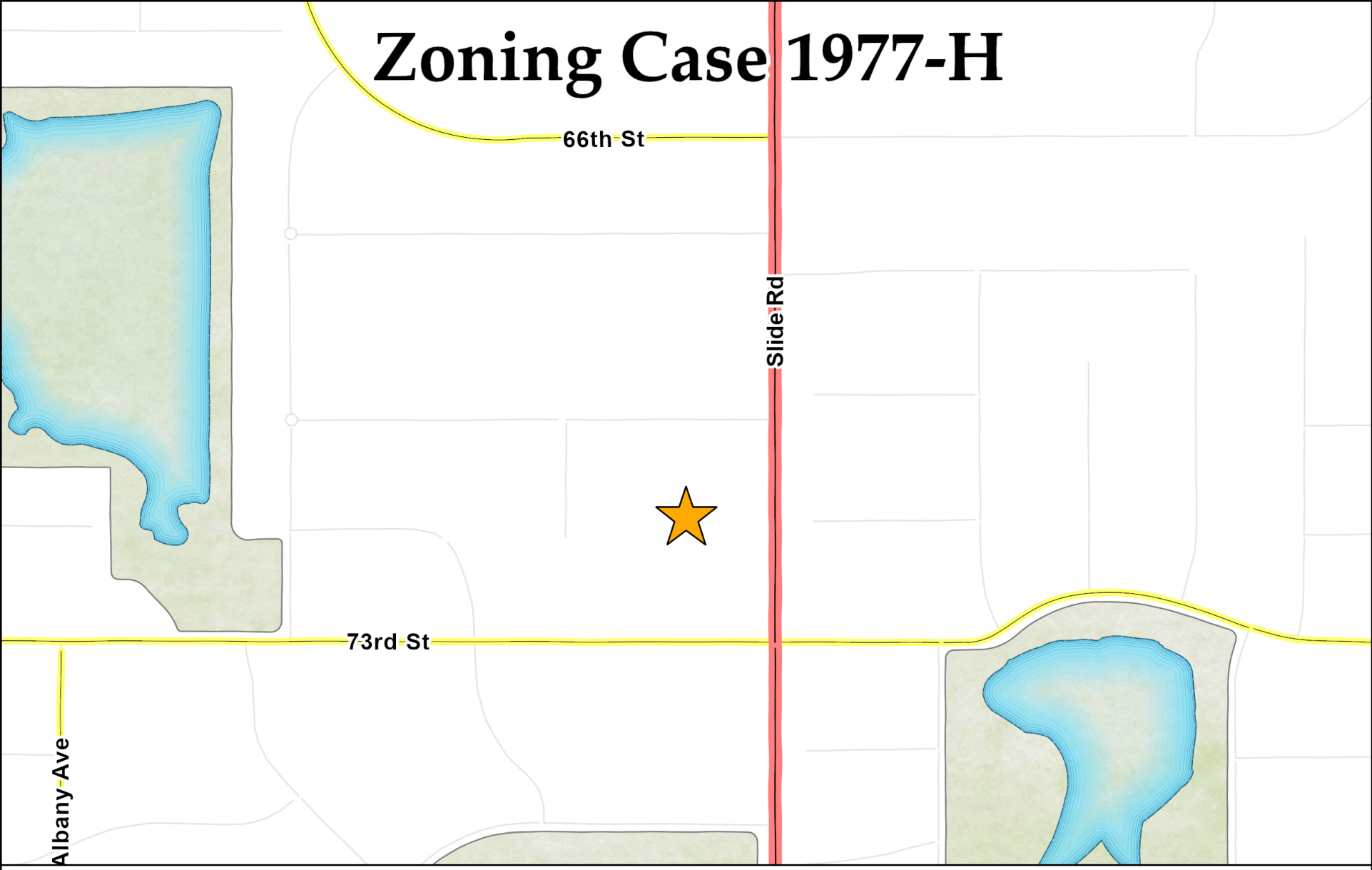
PLANNING DIRECTOR KRISTEN SAGER stated there were thirty-three (33) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, stated the purpose for the C-2 request was to allow a bank with a drive-thru to utilize the building.

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

In the matter of **Zone Case 1977-H**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration

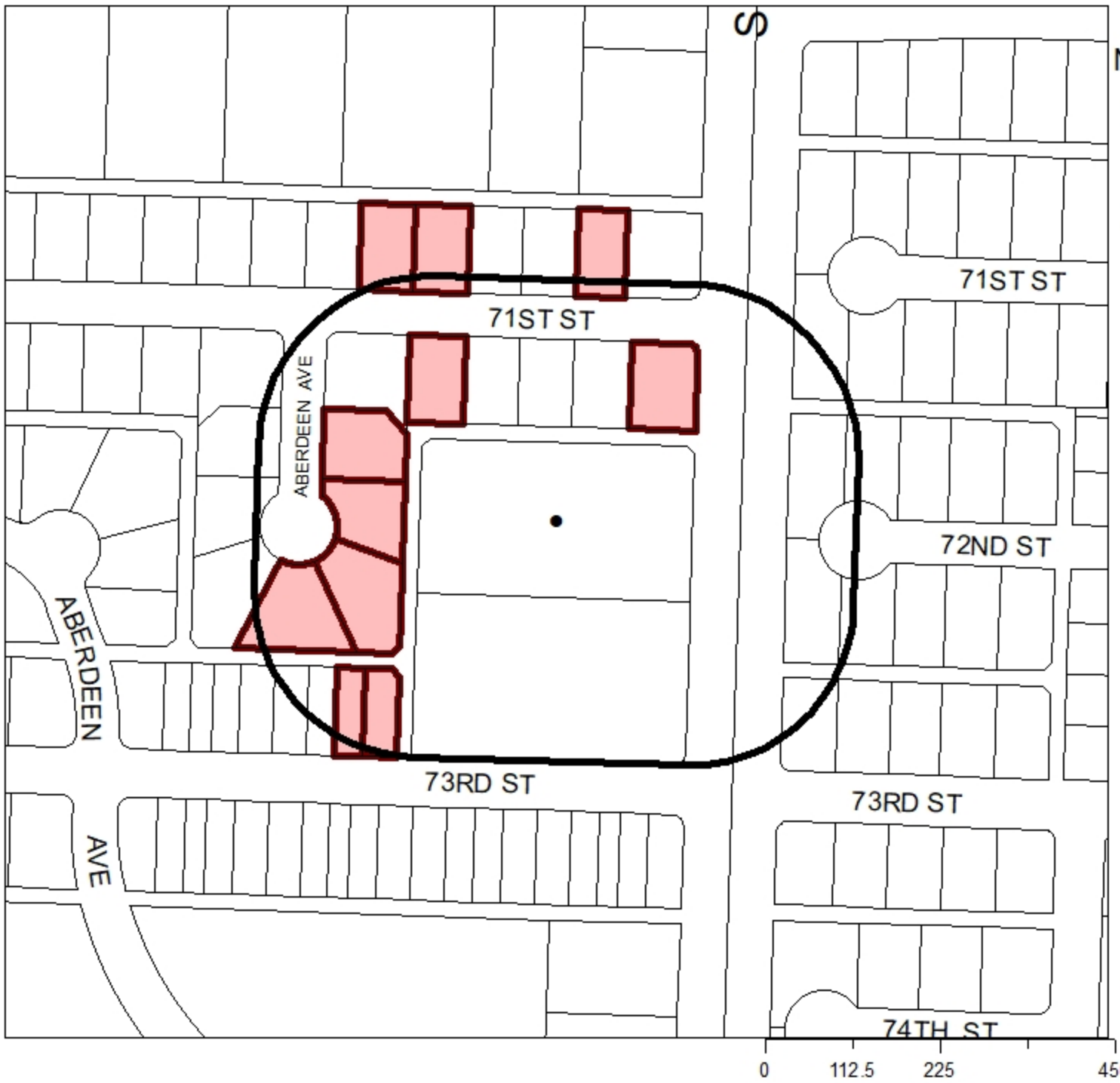
Zoning Case 1977-H



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

N
W E
S

Date Exported: November 2022



PZC Mailout
Notifications Received

N

Legend

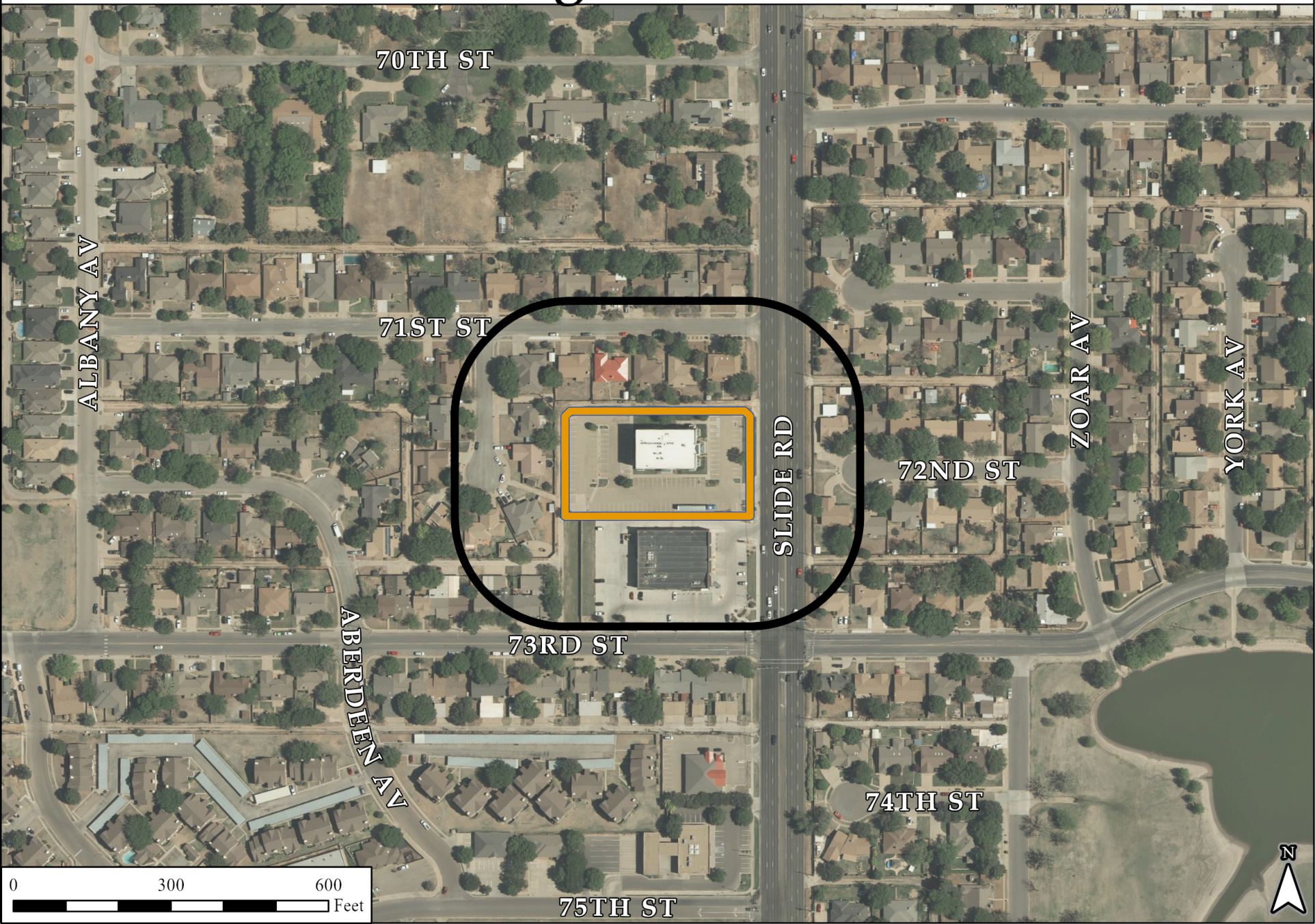
- LocatorPnt1977_H
- MailoutBuffer1977_H

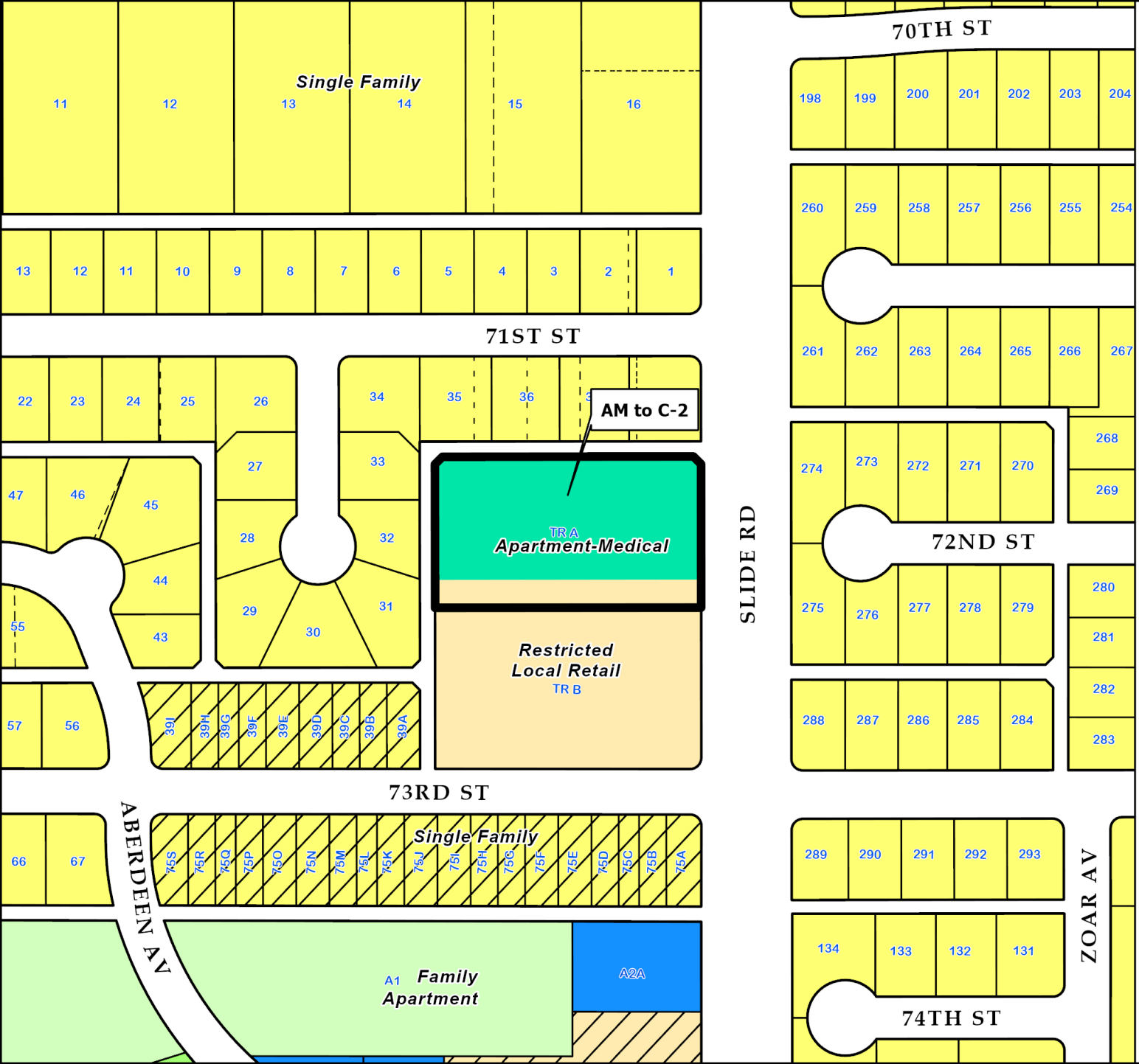
Notification Result

- In Favor
- Opposed
- Not Listed *Response Not Listed*

Created by Planning Department
Date: 1/19/2023

Zoning Case 1977-H





Current Zoning

1977-H

Zoning Districts

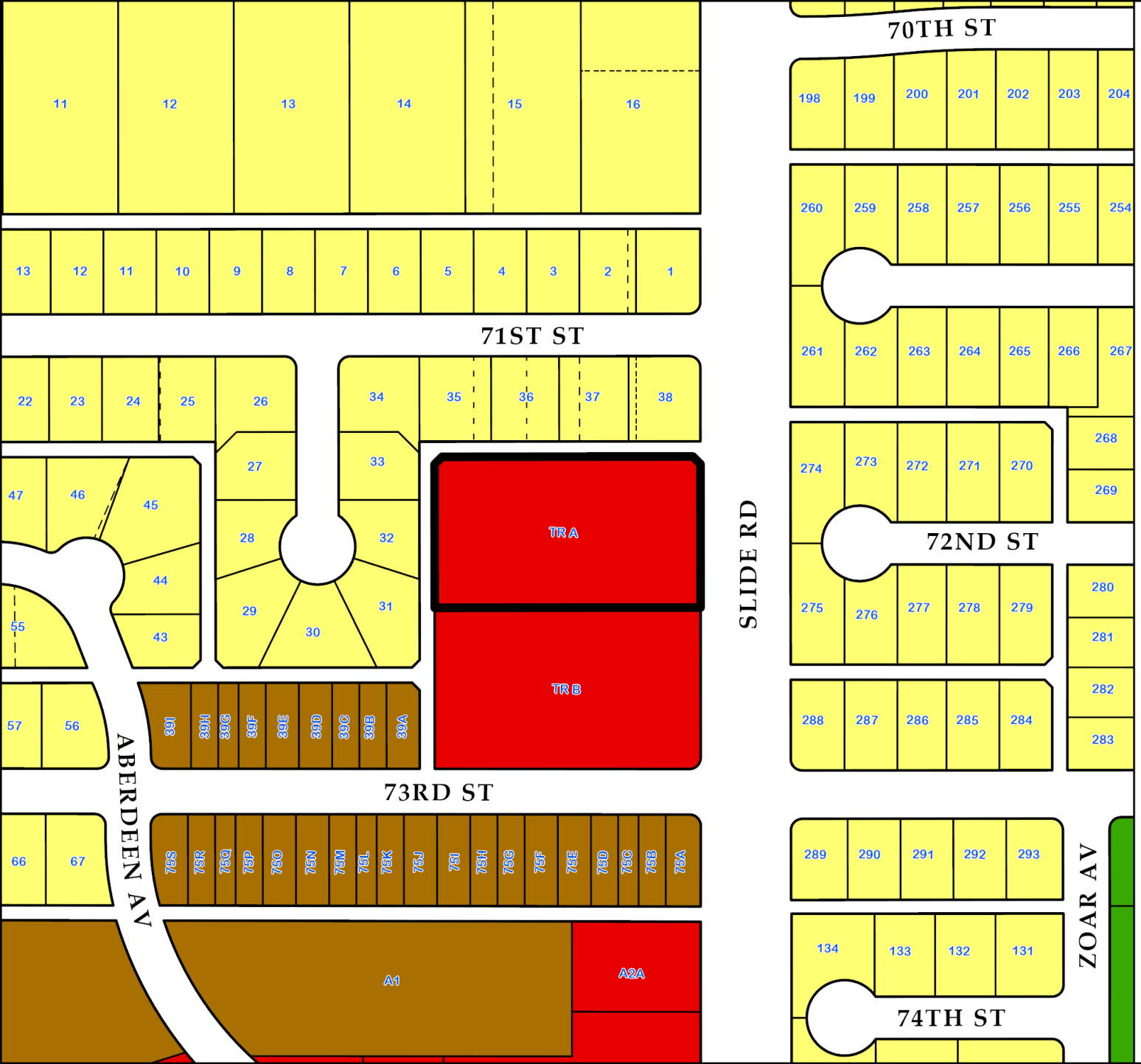
- Family Apartment
- High Density Apartment
- Apartment-Medical
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Garden Office
- Single Family
- Single Family Specific Use

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 1977-H

Future Land Use Type

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

1977-H



View to the north.



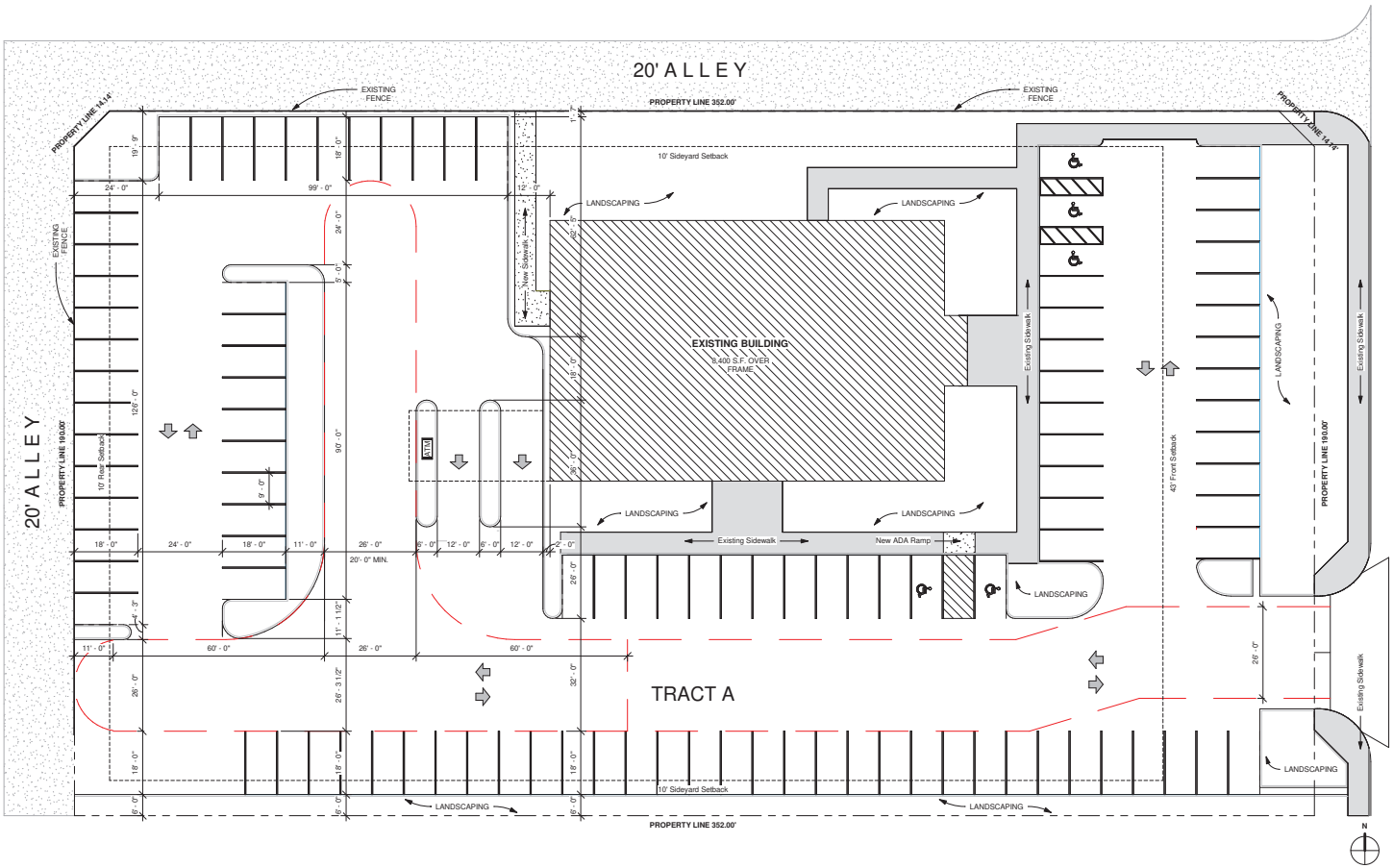
View to the east.



View to the south.



View to the west. Subject Property.



1 Site
1/16" = 1'-0"

GENERAL NOTES:

1. FINISH FLOOR MUST BE 8" MIN. ABOVE FINISH GRADE. THE FINISH GRADE SHALL FALL A MIN. OF 6" WITHIN THE FIRST 10'. THE REMAINDER OF THE SITE SHALL SLOPE A MIN. OF 2% TO AN APPROVED DRAINAGE WAY.

2. THIS PLAN IS SCHEMATIC IN NATURE, FOLLOW SPECIFICATIONS PROVIDED BY GEOTECHNICAL AND CIVIL ENGINEERS. THE GROUND SURFACE BENEATH THE SLAB SHALL BE PREPARED TO RECEIVE SELECT FILL BY REMOVING VEGETATION, ORGANIC MATERIAL, NON-COMPLYING FILL, TOPSOIL AND OTHER UNSUITABLE MATERIALS SCARIFYING TO PROVIDE A BOND WITH NEW FILL.

3. PROOF ROLL EXPOSED SUBGRADE. REPLACE ANY SOFT POCKETS WITH SELECT FILL MATERIAL AS REQUIRED.

4. BRING SUBGRADE TO REQUIRED ELEVATION WITH SELECT FILL MATERIAL.

5. ALL FILLS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% STANDARD PROCTOR AND SHALL BE WITHIN 5% OF OPTIMUM MOISTURE CONTENT UNLESS OTHERWISE SPECIFIED BY GEOTECHNICAL OR CIVIL ENGINEER.

6. PROVIDE 4 TO 6 INCHES OF CLEAN, COMPACTED SAND OR SELECT FILL UNDER SLAB PER GEOTECHNICAL REPORT.

7. REFER TO SURVEYOR'S DRAWINGS FOR ALL SITE CONTOURS AND GRADING INFORMATION. GRADE LOT PER LOCAL CODES AND STANDARDS - REFER TO CIVIL DRAWINGS.

8. REFER TO DEED RESTRICTIONS, COVENANTS, AND LOCAL CODES AND ENSURE SITE LAYOUT AND BUILDING FINISHES ARE IN COMPLIANCE. NOTIFY DESIGN TEAM OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

9. REFER TO DEVELOPMENT PLAT FOR EXACT COORDINATE, ORIENTATION, AND BEARINGS OF PROPERTY BOUNDARY.

10. CONFIRM ALL SETBACKS, EASEMENTS, EXISTING UTILITIES, AND SITE REQUIREMENTS PRIOR TO CONSTRUCTION.

11. CONFIRM ALIGNMENT WITH EXISTING ADJACENT PARKING LOT, SIDEWALKS, AND BUILDING AS REQUIRED. CONTRACTOR TO ENSURE ALIGNMENT DURING LAYOUT, PRIOR TO SLAB AND SITE CONSTRUCTION.

12. PARKING LOT ASPHALT PAVING SHALL BE A MINIMUM OF 2" TYPE 'D' HOT MIX ON 6" COMPACTED BASE (OR AS SPECIFIED BY GEOTECHNICAL ENGINEERING REPORT/ CIVIL ENGINEER) AND PER LOCAL REQUIREMENTS (OR EQUIVALENT APPROVED BY OWNER). ALL PARKING AREAS SHALL HAVE A MINIMUM DRAINAGE SLOPE OF 1% IN ORDER TO PREVENT PONDING OF WATER ON ASPHALT.

13. ALL PARKING LOT STRIPING, SIDEWALKS, AND RAMPS SHALL BE IN COMPLIANCE WITH LOCAL, STATE, FEDERAL, A.D.A., AND T.A.S. CODES.

14. COORDINATE ALL LANDSCAPING, TREES, AND SITE IRRIGATION WITH G.C. AND PROVIDE SUBMITTAL FOR OWNER APPROVAL.

15. COORDINATE SITE LIGHTING AND WALL PACK LIGHTING WITH G.C. AND OWNER.

16. THIS SITE PLAN IS FOR OVERVIEW PURPOSES ONLY. REFER TO CIVIL SHEETS FOR GRADING, SPECIFICATIONS, AND ADDITIONAL DETAILS.

SITE DATA:

SITE AREA :	70,349 SF
BUILDING AREA :	25,200 SF
PARKING REQUIRED :	144 SPACES
PARKING PROVIDED :	106 SPACES
ADA SPACES REQ'D:	5 SPACES
ADA SPACES PROVIDED:	5 SPACES
LANDSCAPE REQUIRED :	3,517 SF
LANDSCAPE PROVIDED :	+/- 13,525 SF
ZONING:	C2- LOCAL RETAIL DISTRICT (PENDING REZONE CASE)

NOTICE:

ALL DIMENSIONS ON ARCHITECTURAL SITE PLAN ARE FOR REFERNECE ONLY - UTILIZE CIVIL ENGINEERING DIMENSIONS, RADIUSES, AND GRADES - NOTFIY DESIGN TEAM OF ANY DISCREPANCIES

PROPERTY DESCRIPTION:

SOUTH ACRES
TRACT A
7202 SLIDE ROAD
LUBBOCK COUNTY, LUBBOCK, TX 79424

REVISIONS:

DATE	DESCRIPTION

SLIDE ROAD BANK

7202 SLIDE ROAD
LUBBOCK, TX 79424

17services.com

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT #27212

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

1/18/2023 10:03:26 AM

Seventeen Services LLC
Texas Architecture Firm BR 3014

1500 Broadway St. #203
Lubbock, TX 79401
806.787.8533
tyler@17services.com

Project Number	0000
Date	01.18.2023
Drawn By	KEH
Sheet Size	D 24X36

Architectural Site Plan

A1

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

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7202 Slide Rd. Lubbock, TX 79424

Lots/Tracts: South Acres Tract A

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.615

Existing Land Use: Existing Zoning: AM; Apartment-Medical District

Requested Zoning: C-2

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: K'Leigh Hernandez

Address: 1500 Broadway St. Ste. 203 City: :Lubbock State: TX

ZIP Code: 79401 Telephone: 806.7873.8533 Email: kleigh@17services.com

Applicant's Signature: K'Leigh Hernandez

Date: 10/17/2022 Printed Name: K'Leigh Hernandez

Owner Information

Firm Name: 7202 Slide LTD.

Owner: Kent Hale

Address: 14205 Quaker Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-790-3933 Email: Kent@davidsonsheen.com

Property Owner's Signature: Kent Hale

Date: 10/18/22 Printed Name: Kent Hale- Mgr

Preparer Information

Preparer's Signature: K'Leigh Hernandez

Date: 10/17/2022 Printed Name: K'Leigh Hernandez

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.

From: K'Leigh Hernandez <kleigh@17services.com>
Sent: Wednesday, November 16, 2022 11:16 AM
To: Shane Spencer
Cc: Tyler Gentry
Subject: RE: 7202 Slide parking variance request

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Hello Spencer,

We were discussing this proposed rezoning with Kristen recently, and we determined that to use this building as a bank, we would need to rezone from AM to C-2. The proposed use of the first floor of the building will be a retail bank of about 3,000 sq. ft., and a Doctor's office will occupy the remaining floor. The second floor will have about 3,500 sq. ft. of bank operations, and the remaining floor will be offices. The third floor will only be office spaces.

After discussing the proposed changes with Kristen, she informed us we would need to complete a parking variance to accommodate a drive-thru for the bank. The drive-thru will reduce the available parking from 152 parking spots to about 112.

Please let me know if you need any information from us or have any comments or concerns.

Thanks,

K'Leigh Hernandez
Architectural Intern
Seventeen Services LLC
806.758.3013| kleigh@17services.com
www.17services.com

From: Shane Spencer
Sent: Tuesday, November 15, 2022 4:21 PM
To: K'Leigh Hernandez
Subject: 7202 Slide parking variance request

Good afternoon,

I'm reviewing your application for a parking variance, I will need a count for how many parking spots you have now and how many you want to reduce it to. Thanks!

Best regards,

Shane Spencer | Planner
O: (806) 775-2103
SSpencer@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

Kristen Sager

From: Nathan White
Sent: Wednesday, January 11, 2023 1:48 PM
To: Kristen Sager
Cc: Victor Escamilla; Robert Wallace; Erik Rejino
Subject: FW: Accident Data

Kristen,

Please see below. If you need it broken down further or in a different format please let me know.

Thanks,
Nathan

From: Eric Quijada
Sent: Wednesday, January 11, 2023 1:38 PM
To: Nathan White <NWhite@mail.ci.lubbock.tx.us>
Subject: RE: Accident Data

I looked at all crashes on Slide road between 70th street and 73rd street From January 1, 2020 through December 31, 2022.

The total for all three years were 30 crashes which resulted in 16 claims of injury. The most prevalent contributing factor was Fail to control speed.

Let me know what, if any, other information she may need.

Thanks,
Eric

Lieutenant Eric Z. Quijada
Lubbock Police Department
Bureau of Operations
Patrol Support Division
Hostage Negotiator Team
806.775.2447

From: Nathan White
Sent: Tuesday, January 10, 2023 8:06 PM
To: Eric Quijada <EQuijada@mail.ci.lubbock.tx.us>
Subject: FW: Accident Data

Eric,

Please see the request below.

Thanks,
Nathan

From: Kristen Sager
Sent: Tuesday, January 10, 2023 4:56 PM
To: Nathan White <NWhite@mail.ci.lubbock.tx.us>
Cc: Victor Escamilla <vescamilla@mail.ci.lubbock.tx.us>; Robert Wallace <RWallace@mail.ci.lubbock.tx.us>; Erik Rejino <ERejino@mail.ci.lubbock.tx.us>
Subject: Accident Data

Chief White,

Can you please provide the vehicle accident data for the intersections of 71st and Slide and 73rd and Slide, for the past 3 years? (January 2020 – December 2022)?

This is in reference to zone case 1977-H, which Council postponed at their meeting today. A citizen raised concerns about traffic and accidents in the area.

Would it be possible to receive this data by Wednesday, January 18th?

Thank you!

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

Address of Property Owned: 5209 71

Phone Number: 806 543-7289

Email:

Zone Case Number: **1977-H**

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.:** ***1977-H***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Joe W Brown

Signature: Joe W Brown

Address: 5201 71st lubbock

Address of Property Owned: 5201 71st

Phone Number: ___

Email: ___

Zone Case Number: **1977-H**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ____

Reasons and/or Comments:

Print Name Betty Sanders

Signature: Betty Sanders

Address: 7103 Elk

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **1977-H**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name MIKE Lovingier

Signature: M. L. Lovingier

Address: 7109 Aberdeen

Address of Property Owned: 7109 Aberdeen

Phone Number: 790-3530

Email: ___

Zone Case Number: **1977-H**

Recipient 1 of 33

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Dani Clark

Signature: Dani Clark

Address: 5204 71ST ST.

Address of Property Owned: 5204 71ST ST.

Phone Number: 505 269-5195

Email: danikclark@yahoo.com

Zone Case Number: **1977-H**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1977-H***

In Favor ____

Opposed ____

Reasons and/or Comments:

Print Name Jimmy C Glover

Signature: [signature]

Address: 5210 71st Lubbock Tx

Address of Property Owned: Jim Welch, Owner

Phone Number: ____

Email: ____

Zone Case Number: **1977-H**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1977-H***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Tinnie Sue Burgess

Signature: _____

Address: 5212 71st Street Lubbock

Address of Property Owned: 5212 71st Street

Phone Number: 806 794-6770

Email: _____

Zone Case Number: **1977-H**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2156.

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.: 23-07

In Favor: ____

Opposed: ✓

Reasons for/for Opposition:
Can't Control Children
Robbery
Juvenile Arrests

Print Name: LaTuana Harmon
Signature: LaTuana Harmon
Address: 6307 B 73rd
Address of Property Owned: LaTuana Harmon
Phone Number: 806 632 5726
Email: ____

Zone Case Number: 23-07

Page 1 of 2

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2156.

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.: 1877-H

In Favor

Opposed ✓

Reasons and/or Comments:

Print Name: Lane Martin

Signature: Lane Martin

Address: 5216 13th

Address of Property Owned: Lane Martin

Phone Number: 806 218 2373

Email:

Zone Case Number: 1877-H

Recipient 1 of 11

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2156.

Please check one of the following to indicate if you are in favor of, or opposed to, the case change requested by: P&Z Case No.: 19P7-W

In Favor: ____

Opposed: ✓

Reasons and/or Comments:

Print Name: Sheryl & Burton apt H

Signature: [signature] all rights reserved

Address: 5349 72nd.

Address of Property Owned: Mack Burton

Phone Number: 806 392-5349 O

Email: ____

Zone Case Number: 19P7-W

Notice 1 of 10

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2098.

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.: 23RP-W

In Favor: ___

Opposed: X

Reasons and/or Comments:

Truck issues, traffic safety

Print Name: Rodney Moore

Signature: [signature]

Address: 7107 Baxter Ave

Address of Property Owned: 7107 Baxter Ave

Phone Number: 806-543-8625

Email: rdd43r@gmail.com

Zone Case Number: 23RP-W

Notices Mailed

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2158

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.: 22ZT-W

In Favor ___

Opposed X

Reasons and/or Comments: Crime, safety, traffic, trash

Print Name: Norma L Cruz

Signature: [signature]

Address: 3105 Aberdeen Ave

Address of Property Owned: 3105 Aberdeen Ave

Phone Number: 806-368-3762

Email: normacruz33@aol.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-[illegible].

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.: 19ZT-M

In Favor: ____

Opposed: ✓

Reasons and/or Comments:

Print Name: Carol Davidson

Signature: Carol Davidson

Address: 5317-71st

Address of Property Owned: 5317-71st

Phone Number: 806/797-3015

Email: Carolsdavidson@nts.net

Zone Case Number: 19ZT-M

Revised 1 of 1

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2158.

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.: 1277-R

In Favor ____

Opposed ✓

Reasons and/or Comments:

Traffic
Safety
Value

Print Name: Mike Lovelace

Signature: Mike Lovelace

Address: 7105 Aberdeen

Address of Property Owned: 7105 Aberdeen

Phone Number: 790-1510

Email: ____

Zone Case Number: 1277-R

Resident 1 of 11

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2[illegible]68.

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: 19P-07

In Favor

Opposed ✓

Reasons and/or Comments: access, trash

Print Name: Betty Sanders

Signature: Betty Sanders

Address: 1103 Edinburgh

Address of Property Owned: 1105 Aberdeen

Phone Number: 806 543-5605

Email:

Zone Case Number: 19P-07

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

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If you have any questions pertaining to this case, please call the City of Lubbock Planning Department at 806-775-2156.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: Field Case No.: 19074

In Favor: ___

Opposed: X

Reason(s) for/for Comments:

1. History of Vandalism prior to Keep rezoning Commercial during years as residential
   has been heard.
2. Safety / Drugs - 163 arrests last year.
3. Poor Corporate citizen Burning residential neighborhoods
4. Post Zoning Variances Owners not problem with - 3rd Ward Clearance.
5. Increase Thieves challenged pet changes excluding only one piece of property and it [illegible] history of Single Family

Print Name: Paula Kay Montoya

Signature: Paula Kay Montoya

Address: 5309 71st

Address of Property Owned: 5309 71

Phone Number: 806 543-7287

Email: ___

Zone Case Number: 19074

Planning and Zoning Commission
Reply Form

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

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: 1877-H

In Favor ____

Opposed ✓

Reasons and/or Comments:

SAME

Print Name: Jackie Wheeler

Signature: Jackie Wheeler

Address: 5210 S 75th

Address of Property Owned: ____

Phone Number: 806 773-5530

Email: ____

Zone Case Number: 1877-H

Recipient 1 of 11

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2156.

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.: 1977-W

In Favor ___

Opposed ✓

Reasons and/or Comments:

Don't want to see the Mesa Crossing

From Name: Dana Clark

Signature: Dana Clark

Address: 5209 W 11th St

Address of Property Owned: 5209 W 11th St

Phone Number: 505 947-9795

Email: dana.clark@gmail.com

Zone Case Number: 1977-W

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2158.

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.: 19077-H

In Favor ____

Opposed ✓

Reasons and/or Comments:
Safety
Traffic

Print Name: Norma J Lundberg

Signature: Norma J Lundberg

Address: 5210-A 73rd

Address of Property Owned: ____

Phone Number: 210-478-0131

Email: normalundberg1@gmail.com

Zone Case Number: 19077-H

Page 1 of 1

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: 23P-W

In Favor ___

Opposed ✓

Reasons and/or Comments:
Safety - Accidents

Print Name Quality Sales

Signature [signature]

Address 5903 N 73rd St.

Address of Property Owned ___

Phone Number 806-632-4900

Email ___

Zone Case Number: 23P-W

Recipient 1 of 51

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2028.

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.: 2577-R

In Favor: ____

Opposed: X

Reasons and/or Comments:

We're in Valhalla

Print Name: Gloria Ramirez

Signature: Gloria Ramirez

Address: 5203 - 72nd

Address of Property Owned: 5203 - 72nd

Phone Number: 806 789 2309

Email: ____

Zone Case Number: 2577-R

Recipient 1 of 15

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: 19ZT-W

In Favor

Opposed ✓

Reasons and/or Comments:

Print Name: [illegible]

Signature: [signature]

Address: 5810 21st Lubbock Tx

Address of Property Owned: Town Watch, Owner

Phone Number:

Email:

Zone Case Number: 19ZT-W

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2158.

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.: 23-07

In Favor ____

Opposed X

Reasons and/or Comments:

Safety
Traffic

Print Name Melissa Bond

Signature Melissa Bond

Address 8823 Tierra Dr

Address of Property Owned ____

Phone Number 806-965-7991

Email melissa.bond@ttu.edu

23-07

Revised 1 of 2

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: 19P-08

In Favor: ____

Opposed: ✓

Reasons and/or Comments:

Print Name: [illegible]

Signature: [illegible]

Address: [illegible]

Address of Property Owned: [illegible]

Phone Number: [illegible]

Email: [illegible]

Zone Case Number: 19P-08

Notice 1 of 32

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2156.

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.: 23P-01

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name: Keith Hudgens

Signature: Keith Hudgens

Address: 5220 78th St

Address of Property Owned: 5220 78th St

Phone Number: (806) 794-3498

Email: ___

Zone Case Number: 23P-01 Resident 1 of 13

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2158.

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.: 22ZT-04

In Favor ____

Opposed ✓

Reasons and/or Comments:

Traffic
Safety
Value

Claims

Print Name: Tracie Sue Burgess

Signature: [signature]

Address: 3212 71st Street Lubbock

Address of Property Owned: 5012 71st Street

Phone Number: 806 794-6228

Email: ____

Zone Case Number: 22ZT-04

Recipient 1 of 33

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

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2098.

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.: 19ZP-W

In Favor ___

Opposed X

Reason and/or Comments:

Traffic | Accidents

Print Name: Joe W Brown

Signature: Joe W Brown

Address: 5201 71st Lubbock

Address of Property Owned: 5201 71st

Phone Number: ___

Email: ___

Zone Case Number: 19ZP-W

Notice 1 of 5

AI# 11290
Regular City Council Meeting 7. 5.
01/24/2023:

Information

Agenda Item

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

Item Summary

The City Council adopted a revised Comprehensive Plan for the City of Lubbock on December 17, 2018, in order to promote the public health, safety, and welfare of the citizens of Lubbock, and to promote sound, long-range planning and development.

The City Council created the Comprehensive Plan Oversight Committee (CPOC) on February 25, 2019, to work with City staff, consultants, and leaders to ensure effective, thorough, and timely administration of the newly adopted Plan. Periodically, throughout this past year, the Committee has been informed by staff and their consultants concerning the progress of the Plan implementation. This included updates and information regarding the status and ongoing progress of various projects prioritized in the Plan. The Committee now brings its Fourth Annual Report to the City Council regarding the process and accomplishments of the Plan implementation effort.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Comprehensive Plan Oversight Committee

Attachments

Resolution - CPOC 2022 Year End Report
CPOC 2022 Year End Report

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") adopted a revised Comprehensive Plan (the "Plan") for the City of Lubbock on December 17, 2018 through Ordinance No. 2018-00141 in order to promote the public health, safety, and welfare of the citizens of Lubbock, Texas and to promote sound, long-range planning and development; and

WHEREAS, the City Council created a committee on February 25, 2019 through Resolution No. 2019-R0061, named the Comprehensive Plan Oversight Committee (the "Committee"), that works with city staff, consultants, and leaders to ensure effective, thorough, and timely administration of the newly adopted Plan; and

WHEREAS, the Committee is informed by staff and consultants concerning the progress of Plan implementation throughout the various stages and projects that comprise the Plan; and

WHEREAS, the Committee reports to the City Council on an annual, or otherwise regularly scheduled, basis regarding the progress and accomplishments of the Plan implementation, as well as any other relevant matters regarding Plan implementation; and

WHEREAS, the Committee met throughout 2022 to hear staff updates and recommendations for ongoing work of various Plan items in order to prepare its annual report for the City Council, attached exhibit as Exhibit A and incorporated herein; and
NOW, THEREFORE:

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

THAT the Annual Report of the Comprehensive Plan Oversight Committee is hereby received by the City Council. Said Report is attached hereto and incorporated within this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

for

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES. Comp Plan Committee Report 2022
1.9.23

DATE: January 24, 2023

TO: The Honorable Mayor and City Council of the City of Lubbock

FROM: John Zwiacher, Chairman, Comprehensive Plan Oversight Committee

SUBJECT: Year-End Report, Year Four

In 2022, the Comprehensive Plan Oversight Committee (CPOC) convened four times in public forum. These meetings occurred on March 7, June 6, September 12, and December 5, 2022, with staff presentations on the status of various projects identified as priorities within the Comprehensive Plan, *PlanLubbock 2040*. The City has progressed in implementing the goals and objectives of *PlanLubbock 2040*, and the Committee encourages the Council to continue to support staff in implementing the goals.

Top Five Policies/Actions as identified in *PlanLubbock 2040*	
Goal	**Current Status**
Development of a well thought out Impact Fee Program.	Impact Fee program adopted for water, wastewater, and roadway impact fees by City Council on October 27, 2020 by a vote of 5-2. New construction on property platted prior to June 1, 2021 was not subject to impact fees, provided permits for the construction were issued prior to June 1, 2022. Since June 1, 2022 all new construction is subject to impact fees.
Revise the Zoning, Subdivision, and other land development ordinances into a Unified Development Code (UDC).	The final draft of the UDC was published on the City website 11-15-2022. Staff will meet with City Council in January 2023 to discuss consideration of an Alternative Notification Method for adoption of the UDC. Estimated adoption, March/April 2023. Contract with KKC expires April 28, 2023.

Begin a formalized Neighborhood Planning Program.	The Neighborhood Project Program (later renamed to SPIN) “Special Projects In Neighborhoods” was approved by City Council on 04-26-2022. This program funds projects that are $10,000 or less, up to 10 projects per year. Applications for the first round of projects were approved and are in process. The Neighborhood Planning Committee, appointed by City Council, recommended the first four neighborhoods to participate in the Neighborhood Planning Program On 09-13-2022, the City contracted with RAYO Planning to develop the first two neighborhood plans for the Jackson-Mahon (District 1) and Dunbar-Manhattan Heights (District 2) neighborhoods.
Formally adopt the Cultural Arts District Corridor concept and extend it to the Canyon Lakes area.	Implementation has not yet begun.
Link the Playa Lake recreational opportunities with new stormwater drainage criteria and consider a Park Land Dedication Ordinance.	The Parks Master Plan was adopted by City Council on 11-01-2022. Connectivity for neighborhoods is a large part of the plan, particularly in the Canyon Lakes area. A Parkland Dedication Ordinance is mentioned as a long-term goal in the Master Plan

March 7, 2022:

Presentation and discussion by Planning Department staff regarding the Neighborhood Planning Program, covering topics such as selection of the first four neighborhoods to participate in the Neighborhood Planning Program and Citibus transit system routes. Staff also discussed the Unified Development Code, including fewer zoning districts, flexibility, the promotion of mixed uses, reduced parking requirements, clearly defined landscaping requirements, a revamped sign code that is more flexible and easier to understand, encouraging open spaces, the land use matrix, parking requirements, established neighborhoods, limited use standards, and specific use standards.

Robbie Wallace was introduced as the new Director of Development Services. He discussed his employment with the City of Lubbock and assured the board he is passionate about Lubbock, wants a smooth process, and wants things done correctly to avoid unnecessary roadblocks for customers.

June 6, 2022:

Presentation and discussion by City staff regarding Impact Fees and how the ordinance was updated to add an annexation provision for impact fees to be collected at the same rate assessed as the existing Roadway Service Area. As of June 1, 2022, impact fees are fully implemented.

Presentation and discussion by Elizabeth Grigsby, Executive Director of the Lubbock Arts Alliance, regarding the Lubbock Cultural Arts Districts, which included discussion on signage, grants, codes, and options for trying new ideas on a temporary basis.

Presentation and discussion by City staff regarding the Neighborhood Planning Program, which included key performance indicators used in determining the greatest areas of need within the City of Lubbock and the Neighborhood Project Program.

Presentation and discussion by City staff regarding the Unified Development Code, which included reformatting the code to resemble our current code to make it more user friendly. The contract with Kendig Keast was extended for another 12 months and additional money was allocated.

Cassie Bermea and Greg Hernandez were introduced as new Planners in the Planning Department.

September 12, 2022:

Presentation and discussion by City staff regarding the Downtown Parking Study, which included the project history, community input, parking occupancy observation, parking task force, current parking availability, wayfinding, branding for the downtown area, shared parking, and the possibility of reducing parking time frames to produce quicker turnaround times with metered parking.

Presentation and discussion by City staff regarding Impact Fees, which included the collection of impact fees, rate changes, and amounts collected to date. Staff also discussed how the fees can be used and when refunds could be required.

Presentation and discussion by City staff regarding the Neighborhood Planning Program, which included the City contract with RAYO Planning to assist in the first two neighborhood plans. Staff also discussed the Neighborhood Project Program, which had been renamed to “Special Projects in Neighborhoods” or SPIN. The City received 60 applications during the first application period.

Presentation and discussion by City staff regarding the Unified Development Code. The current version of the Unified Development Code was published on the City website in June 2022. The Development Services departments had completed their edits and the Engineering and Legal Departments were working to finalize theirs, with an anticipated implementation date of January 2023.

The Committee discussed their fourth annual update to the City Council on December 5, 2022.

Information

Agenda Item

Ordinance Single Reading - Finance: Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Combination Tax and Revenue Certificates of Obligation, in one or more series; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

The City's certificates are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, and Article VIII of the City's Home-Rule Charter. The certificates may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate, for the purpose of:

(i) acquisition, construction, renovation, and equipment related to Transfer Station;
(ii) payment of professional services of attorneys, financial advisors, engineers, and other professionals in connection with the Project and the issuance of the Certificates; and
(iii) paying the costs of issuing the Certificates.

Fiscal Impact

The aggregate principal amount of all Certificates issued pursuant to this ordinance shall not exceed $18,750,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Ordinance No. 2023 – [_____]

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION

Adopted: January 24, 2023

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, IN ONE OR MORE SERIES; LEVYING A TAX AND PLEDGING SURPLUS WATER AND WASTEWATER SYSTEM REVENUES IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING AN OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Lubbock, Texas (the "City"), after giving proper notice, is authorized to issue and sell for cash its certificates of obligation (herein defined as the "Certificates") that are secured by and payable from the ad valorem taxes and other revenues specified in Article II of this Ordinance, and that are issued in the amount, for the purposes, and with the provisions set forth in Section 3.01 of this Ordinance;

WHEREAS, pursuant to a resolution heretofore passed by the City Council, notice of intention to issue the Certificates was (i) published in a newspaper of general circulation in the City and (ii) posted on the City's website, in accordance with applicable law;

WHEREAS, no petition signed by at least five percent of the qualified electors of the City has been filed with the City Secretary protesting the issuance of the Certificates;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, the City is authorized by Section 1502.052, Texas Government Code, to pledge the revenues of its Water and Wastewater System to the payment of the Certificates;

WHEREAS, the City Council is now authorized and empowered to proceed with the issuance and sale of the Certificates, and hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it authorize the issuance of the Certificates in accordance with the terms and provisions of this Ordinance at this time;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, specifically, Section 1371.001(4)(A), and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate(s), the date(s) of sale and the number of series, the price and the other terms of the Certificates authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Certificates; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officer" means each of the Mayor, the City Manager and the Chief Financial Officer, acting individually.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificate Date" means the date designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

"Certificates" means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as described in Section 10.01 of this Ordinance.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Certificate" means an initial Certificate authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means each interest and sinking fund or account established pursuant to Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Certificates is the respective date on which such series of Certificates is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means all income, revenues and receipts of every nature derived from and received by virtue of the operation of the Water and Wastewater System including interest income and earnings received from the investment of moneys in the special Funds created by the ordinances authorizing Prior Lien Obligations, after deducting and paying, and making provisions for the payment of, current expenses of maintenance and operation thereof, including all salaries, materials, repairs and extensions necessary to render efficient service; provided, however, only such expenses for repairs and extensions as in the judgment of the City Council reasonably and fairly exercised, are necessary to keep the System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System, shall be deducted in determining "Net Revenues". Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

"Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Certificates.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Certificates in accordance with Section 7.01 hereof.

"Prior Lien Obligations" means all bonds or other similar obligations of the City presently outstanding or that may be hereafter issued, payable in whole or in part from and secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System or by a lien on and pledge of the Net Revenues subordinate to a first lien on and pledge of the Net Revenues but superior to the lien on and pledge of the Surplus Revenues made for the Certificates.

"Proceeds" has the meaning stated in Section 1.148-1(6) of the Regulations.

"Purchase Contract" means any contract, agreement or investment letter pursuant to which the Certificates of each series are sold to the Purchaser thereof.

"Purchaser" means the purchaser or purchasers of the Certificates of each series identified in the Pricing Certificate.

"Record Date" means the date specified in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Tax-Exempt Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Tax-Exempt Certificates.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Surplus Revenues" means the Net Revenues of the Water and Wastewater System in an amount not to exceed $1,000 remaining after payment of all debt service, reserve and other requirements in connection with Prior Lien Obligations.

"Taxable Certificates" means any Certificates for which the City does not intend that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

"Tax-Exempt Certificates" means any Certificates for which the City intends that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

"Term Certificates" has the meaning set forth in Section 4.03 hereof.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

"Water and Wastewater System" means the portion of the City's combined water and wastewater system, including all properties and interest in properties (real, personal or mixed and tangible or intangible, including contract rights, water rights and permits) owned, operated, maintained, and vested in the City for the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, together with all future additions, extensions, replacements and improvements thereto; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Water and Wastewater System shall not include any water or wastewater facilities that are declared not part of the Water and Wastewater System and are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities, and thus constitute non-recourse debt; and such revenues or payments shall not be considered as or constitute gross revenues of the Water and Wastewater System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Facilities Bonds.

"Yield" means the yield computed under Section 1.148-4 of the Regulations for a Bond or issue of Bonds, and yield computed under Section 1.148-5 of the Regulations for an investment.

Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND; PRIOR LIEN OBLIGATIONS

Section 2.01 Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed

irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The City hereby covenants and agrees that Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates of each series. The City reserves the right to issue Prior Lien Obligations for any lawful purpose, at any time, in one or more installments.

(e) The amount of taxes to be assessed annually for the payment of debt service on the Certificates shall be determined in the following manner:

(i) The City's annual budget shall reflect (A) the amount of debt service requirements to become due on the Certificates in the next ensuing Fiscal Year and (B) the amount on deposit and budgeted for deposit in the Interest and Sinking Fund on the date such budget is approved.

(ii) The amount required to be provided in the next succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, that the debt service requirements on the Certificates to be paid during the next Fiscal Year exceeds the amount then on deposit and budgeted for deposit in the Interest and Sinking Fund prior to the levy of such ad valorem taxes.

(iii) Following approval of the City's annual budget, the City Council shall, by ordinance, establish a tax rate that is sufficient to produce taxes in an amount which, when added to the amount then on deposit or budgeted for deposit in the Interest and Sinking Fund, will be sufficient to pay debt service on the Certificates when due during the next Fiscal Year.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02 Interest and Sinking Fund.

(a) A special fund or account for each series of Certificates (each, an "Interest Sinking Fund") shall be and is hereby created solely for the benefit of the Certificates of such series and each such fund or account shall be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund established for each series of Certificates shall be used solely for the purpose of paying the interest on and principal of the Certificates of such series when and as due and payable in accordance with their terms and this Ordinance.

Section 2.03 Issuance of Prior Lien Obligations; Additional Obligations.

The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the revenues of the System upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Surplus Revenues and, to the extent provided, secured by a lien on and pledge of the Surplus Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

Section 2.04 Application of Prior Lien Obligations Covenants and Agreements.

It is the intention of the City Council and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the Water and Wastewater System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01 Authorization.

(a) The City's certificates of obligation (the "Certificates") are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, Chapter 1371 and Article VIII of the City's Home-Rule Charter. The Certificates may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate therefor for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) improvements to the City's Solid Waste Disposal System (the "Project"), and (ii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates.

(b) The aggregate principal amount of Certificates issued pursuant to this Ordinance shall not exceed $18,750,000.

(c) If Certificates are issue in more than one series, the provisions of this Ordinance shall apply to each such series in the manner, to the extent and subject to such terms and conditions as shall be specified in the Pricing Certificate therefor.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the date set forth in the Pricing Certificate (the "Certificate Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1 or in such other manner provided in the Pricing Certificate.

(b) The Certificates shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three (3) years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of

the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same series, maturity and interest rate and in a denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled

to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07 Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of interest on the Certificates to the extent of the sum, or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) An Authorized Officer is authorized and directed to execute and deliver the Representation Letter applicable to the City's obligations (including the Certificates) delivered in book-entry-only form to DTC as securities depository for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of

certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV
REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01 Redemption.

The Certificates are subject to redemption before their scheduled maturity only as provided in this Article IV and the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Certificates on the terms and in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) Except as otherwise provided in the Pricing Certificate, if less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Certificates designated as "Term Certificates," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Certificates shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) Except as otherwise provided in the Pricing Certificate, a portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting, aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside-for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be generally in the form set forth in Exhibit C

hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Purchaser may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Capital IQ, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Certificate or Certificates may be printed on or attached to each such Certificate.

ARTICLE VII
SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates: Official Statement.

(a) The Certificates shall be sold in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized

to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining (i) the manner of sale (which may be by private placement, negotiated or competitive sale, limited or public offering or any combination thereof), (ii) the total aggregate principal amount and the number of series of the Certificates (including the aggregate principal amount of each series of Certificates issued to effect the purposes identified in Section 3.01 of this Ordinance), (iii) the date(s) on which the Certificates of each series will be sold and delivered, (iv) whether to acquire bond insurance for the Certificates, (v) the price at which the Certificates of each series will be sold, (vi) the title, designation and/or number for the Certificates of each series to be issued, (vii) the form in which the Certificates shall be issued, (viii) the dates on which the Certificates will mature, the principal amount to mature in each year, the rate(s) of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) whether Certificates shall be issued as Tax-Exempt Certificates or Taxable Certificates, (x) the dates, prices and other terms upon and at which the Certificates of each series shall be subject to redemption or tender prior to maturity (including terms for optional and mandatory sinking fund redemption), and (xi) all other terms and provisions of the Certificates of each series and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate therefor.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Certificates, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Certificates pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m. on the first anniversary of the date of adoption of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Certificates sold pursuant to a Purchase Contract (in the case of a private placement or negotiated sale) or winning bid (in the case of a competitive offering) executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Certificates as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Certificates and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) An Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Contract (in the case of a private placement or negotiated sale) or the winning bid (in the case of a competitive offering) in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and

all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Certificates, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Certificates, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchaser, may be used by the Purchaser in the public offering and sale of the Certificates. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Certificates by the Purchaser, is hereby ratified, approved and confirmed. In the event the Certificates are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized to approve the preparation and distribution of a notice of sale.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate-in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Purchaser to accept delivery of the Certificates is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02 Control and Delivery of Certificates.

(a) An Authorized Officer of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for

the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

Proceeds from the sale of the Certificates shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of other funds to be deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited or shall be transferred to the Interest and Sinking Fund as shall be determined by the City Council.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund money sufficient to pay such interest on and

principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03 Covenants to Maintain Tax Exempt Status.

(a) Not to Cause Interest on Tax-Exempt Certificates to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of any Tax-Exempt Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Certificates to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Certificates, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Certificate and prior to the last stated maturity of the Tax-Exempt Certificates

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Certificates, directly or indirectly invest Gross Proceeds of such Tax-Exempt Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Certificates.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Certificates on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Certificates by the initial purchaser thereof and the loan of the money represented thereby, and in order

to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Certificates, not been relevant to either party.

Section 9.04 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the

audit is completed within the period during which they must be provided. If the audit of such financial statements is, not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(d) An Authorized Officer is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Authorized Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Certificates:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Certificates, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor trustee or change in the name of the trustee, if material;

(xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Ordinance to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with, respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any Certificate calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall

include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Certificates by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Certificates and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows.*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24nd day of January, 2023, at a regular meeting of the City Council of the City of Lubbock, Texas.

TRAY PAYNE, Mayor

ATTEST:

REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: 
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: 
JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY" (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Certificates of each series must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering Certificates to the Purchaser:

(a) the price to be paid for the Certificates of any series shall not be less than 90% of the aggregate principal amount of the Certificates of such series;

(b) the interest rate of the Certificates of any series shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) no Certificate shall mature later than twenty-one (21) years after the date of its delivery;

(d) the principal amount of the Certificates of each series shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose(s) identified in Section 3.01(a) being financed by the issuance of the Certificates of such series and such principal amount (when combined with the aggregate principal amount of any other series of Certificates issued pursuant to this Ordinance) shall not exceed the maximum amount authorized by Section 3.01(b) of this Ordinance; and

(e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE CERTIFICATES

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be generally as follows, provided, however, that the substantially final form of the Certificates shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Certificates set forth in the Pricing Certificate:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
[TAXABLE] SERIES 20[__]

INTEREST RATE:	MATURITY DATE:	CERTIFICATE DATE	CUSIP NUMBER
____%	_____	_____[1]	_____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal, amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and

[1] Information to be inserted from Pricing Certificate.

August 15 of each year, commencing _____[2]. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, National Association, the initial Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Certificate appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

[2] Information to be inserted from Pricing Certificate.
[3] Information to be inserted from Pricing Certificate.

[The City has reserved the option to redeem the Certificates maturing on or after February 15, 20__, in whole or in part, before their respective scheduled maturity dates, on _____, 20__, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption][4]

[Certificates maturing on February 15 in each of the years ____ through __, inclusive (the "Term Certificates"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Certificates Maturing February 15, 20___

Redemption Date	Principal Amount
February 15, 20_	
February 15, 20_	
February 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates or with respect to Term Certificates having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][5]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying

[4] Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.
[5] Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the Water and Wastewater System in an amount limited to $1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

_____
Comptroller of Public Accounts of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

_____
as Paying Agent/Registrar

Dated: By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____
_____
_____
_____ (Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the heading "CUSIP NUMBER" shall be deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in

each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from the Pricing Certificate pursuant to Section 3.02 of this Ordinance)

AI# 11288
Regular City Council Meeting 7. 7.
01/24/2023:

Information

Agenda Item

Ordinance Single Reading - Finance: Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, in one or more series, in a principal amount not to exceed $17,500,000 for the purpose of paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the City's Water and Wastewater System; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

The City's bonds, to be designated "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2023," or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City. The Bonds shall be issued in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate, for the purposes of:

(i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging, and equipping property, buildings, structures, facilities, and related infrastructure for the System;
(ii) funding capitalized interest on the Bonds;
(iii) funding the reserve fund requirement for the Bonds; and
(iv) paying the costs of issuing the Bonds.

Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this ordinance shall not exceed $17,500,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Ordinance No. 2023 – [_____]

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM
REVENUE BONDS

Adopted: January 24, 2023

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, WATER AND WASTEWATER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING AN OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended ("Chapter 1502"), the City Council (the "City Council") of the City of Lubbock, Texas (the "City") has determined that it is in the best interest of the City to create and maintain a combined water and wastewater system (the "Water and Wastewater System" or the "System");

WHEREAS, the City Council hereby finds and determines that bonds secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System should be issued for the purposes hereinafter provided;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the terms of the bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of such bonds;

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapters 1371 and 1502 and in accordance with the general laws of the State of Texas; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Account" means any account created within a Fund established pursuant to the terms of this Ordinance or an ordinance authorizing the issuance of Parity Obligations.

"Additional Bonds" means the additional parity obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 9.01 hereof.

"Authorized Officer" means each of the Mayor, the City Manager and the Chief Financial Officer, acting individually.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

"Bond Fund" has the meaning assigned in Section 7.01 hereof.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Chapter 1208" means Chapter 1208, Texas Government Code, as amended.

"Chapter 1371" means Chapter 1371, Texas Government Code, as amended.

"Chapter 1502" means Chapter 1502, Texas Government Code, as amended.

"Chief Financial Officer" means the Chief Financial Officer of the City or such other City official or officer who has assumed the duties of the Chief Financial Officer.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Covered Parity Bonds" means Parity Bonds (other than TWDB Bonds) designated as Covered Parity Bonds.

"Credit Facility" means an agreement (including a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase Parity Bonds, purchase or sale agreement, or commitment or other contract) that is (a) authorized, recognized and approved by the City as a Credit Facility in connection with the authorization, issuance, security, or payment of Parity Bonds or (b) entered into with a financial institution for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series or installment of Parity Bonds or (B) all of the Parity Bonds, (ii) providing a surety policy or other similar instrument in order to fund all or a portion of a Reserve Fund Requirement for one or more series of Parity Bonds, or (iii) providing liquidity with respect

to a series or installment of Parity Bonds which by their terms are subject to tender for purchase, and which, by its terms, creates a liability on the part of the City on a parity with the Parity Bonds; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Parity Bonds would not lower the rating on the Parity Bonds as confirmed in writing by such rating agency. A determination by the City Council contained in the ordinance authorizing the issuance of Parity Bonds and/or authorizing the execution and delivery of a Credit Facility that such agreement constitutes a Credit Facility under this definition shall be conclusive as against all Owners.

"Debt Service" means, as of any particular date of computation, with respect to any series or installment of obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed or paid prior to maturity in accordance with the mandatory redemption or prepayment provisions applicable thereto.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as described in Section 10.01 of this Ordinance.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve (12) month accounting period used by the City in connection with the operations of the System which may be any twelve (12) consecutive month period established by the City.

"Fund" means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article VII hereof.

"General Reserve Fund" has the meaning assigned in Section 7.01 hereof.

"General Reserve Fund Requirement" means an amount equal to the lesser of (i) the maximum annual debt service (calculated on a Fiscal Year basis) for all Outstanding Covered Parity Bonds, as determined on the date of issuance of each series or installment of Additional Bonds issued as Covered Parity Bonds, and annually following each principal payment date or redemption date for the Covered Parity Bonds, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Bond" means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means all income, revenues and receipts of every nature derived from and received by virtue of the operation of the System including interest income and earnings received from the investment of moneys in the special Funds created by this Ordinance or ordinances authorizing Parity Obligations, after deducting and paying, and making provisions for the payment of, current expenses of maintenance and operation thereof, including all salaries, materials, repairs and extensions necessary to render efficient service; provided, however, only such expenses for repairs and extensions as in the judgment of the City Council reasonably and fairly exercised, are necessary to keep the System in operation and to render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System, shall be deducted in determining "Net Revenues". Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

"Non-Recourse Debt" means any debt secured by a lien (other than a lien on Net Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the City attributable to the Water and Wastewater System; provided, however, that such debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the City and being used in the operations of the City.

"Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

"Outstanding" when used in this Ordinance with respect to Parity Bonds, means, as of the date of determination, all Parity Bonds theretofore sold, issued and delivered by the City, except:

(1) those Parity Bonds cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Parity Bonds paid or deemed to be paid in accordance with the provisions of Section 12.01 of this Ordinance; and

(3) those Parity Bonds that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Parity Bonds" means any Previously Issued Bonds, the Bonds and Additional Bonds, if any.

"Parity Obligations" means all Parity Bonds, as well as any other obligations issued or incurred by the City that are determined and declared by the City Council of the City to be on a parity with the Parity Bonds, including obligations of the City issued or incurred under the terms of a Credit Facility.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Previously Issued Bonds" means Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, which consist of the following obligations of the City:

(1) Water and Wastewater System Revenue Bonds, Series 2019;

(2) Water and Wastewater System Revenue Improvement and Refunding Bonds, Series 2019A

(3) Water and Wastewater System Revenue Refunding Bonds, Taxable Series 2019B;

(4) Water and Wastewater System Revenue Bonds, Series 2020A;

(5) Water and Wastewater System Revenue Refunding Bonds, Series 2020B;

(6) Water and Wastewater System Revenue Refunding Bonds, Taxable Series 2020C;

(7) Water and Wastewater System Revenue Bonds, Series 2021;

(8) Water and Wastewater System Revenue Bonds, Series 2021A; and

(9) Water and Wastewater System Revenue Bonds, Series 2022.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 8.01 hereof.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Purchase Contract" means any contract, agreement or investment letter pursuant to which the Bonds of each series are sold to the Purchaser thereof.

"Purchaser" means the purchaser or purchasers of the Bonds of each series identified in the Pricing Certificate.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Record Date" means the date specified in the Pricing Certificate.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to obligations issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Reserve Fund Obligations" means cash or investment securities of any of the type or types permitted under Sections 7.04 and 7.09 of this Ordinance (in the case of the General Reserve Fund) or Sections 7.05 and 7.09 of this Ordinance (in the case of the TWDB Reserve Fund).

"Reserve Funds" has the meaning assigned in Section 7.01 hereof.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the special payment date prescribed by Section 3.03(b).

"Special Record Date" means the special record date prescribed by Section 3.03(b).

"Subordinate Obligations" means any debt secured by or payable in whole or in part from revenues of the System or any portion thereof which expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then outstanding or subsequently issued.

"System" or "Water and Wastewater System" means the City's combined water and wastewater system, including all properties and interests in properties (real, personal or mixed and tangible or intangible, including contract rights, water rights and permits) owned, operated, maintained, and vested in, the City for the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, together with all future additions, extensions, replacements and improvements thereto; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term Water and Wastewater System shall not include any water or wastewater facilities that are declared not to be a part of the Water and Wastewater System and are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities, and thus constitute Non-Recourse Debt; and such revenues or payments shall not be considered as or constitute gross revenues of the Water and Wastewater System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds."

"System Fund" has the meaning assigned in Section 7.01 hereof.

"Taxable Bonds" means any Bonds for which the City does not intend that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code, as determined and set forth in the Pricing Certificate therefor.

"Tax-Exempt Bonds" means any Bonds for which the City intends that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code, as determined and set forth in the Pricing Certificate therefor.

"Term Bonds" has the meaning set forth in Section 4.02 hereof.

"TWDB" means Texas Water Development Board.

"TWDB Bonds" means Parity Bonds owned by the Texas Water Development Board and designated as TWDB Bonds.

"TWDB Reserve Fund" has the meaning assigned in Section 7.01 hereof.

"TWDB Reserve Fund Requirement" means an amount equal to the lesser of (i) the average annual debt service (calculated on a Fiscal Year basis) for all Outstanding TWDB Bonds, as determined on the date of issuance of each series or installment of Additional Bonds issued as TWDB Bonds, and annually following each principal payment date or redemption date for TWDB

Bonds, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder.

"Unclaimed Payments" mean money deposited with the Paying Agent/Registrar for the payment of principal of, premium, if any, or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Yield of"

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

(a) The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

(b) The Water and Wastewater System shall be maintained in accordance with this Ordinance as long as the Bonds remain Outstanding.

(c) The Bonds are payable from and secured by a first lien on and pledge of the Net Revenues of the Water and Wastewater System.

(d) All conditions precedent to the issuance of the Bonds have been or will be satisfied prior to delivery of the Bonds to the Purchasers.

(e) Each of the Bonds shall be deemed and construed to be a "Security", and as such a negotiable instrument, within the meaning of Article 8 of the Texas Uniform Commercial Code.

(f) The provisions of this Ordinance shall constitute a contract between the City and the holder or holders from time to time of the Bonds and no change, variation or alteration of any kind of the provisions of this Ordinance may be made, unless as herein otherwise provided, until all of the Bonds shall have been paid as to both principal and interest.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The Bonds are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Net Revenues.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of Net Revenues in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Parity Obligations, are hereby irrevocably pledged for the payment of the Parity Obligations (including the Bonds) and the interest thereon, and it is hereby ordained that the Parity Obligations (including the Bonds) and the interest thereon, shall constitute a first lien on the Net Revenues of the System and be valid and binding without any physical delivery thereof or further act by the City as provided in Chapter 1208, Texas Government Code, as amended.

Section 2.02 Limited Obligations.

(a) The Bonds are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City, and the Bonds shall never be payable out of funds raised or to be raised by taxation.

(b) The Net Revenues shall not in any manner be pledged to the payment of any debt or obligation of the City or the System, other than Parity Obligations, except on a subordinate lien basis.

Section 2.03 Security Interest.

Chapter 1208 applies to the issuance of the Bonds and the pledge of the Net Revenues granted by the City under Section 2.01 hereof, and such pledge is therefore valid, effective, and

perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Net Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City. The Bonds shall bear the title or designation set forth in the Pricing Certificate therefor and be issued as Covered Parity Bonds in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate therefor, such aggregate principal amount not to exceed $17,500,000 for the purposes of (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System, (ii) funding capitalized interest for the Bonds, if necessary, (iii) funding the reserve fund requirement for the Bonds, if necessary, and (iv) paying the costs of issuing the Bonds.

If the Bonds are issued in more than one series, the provisions of this Ordinance shall apply to each such series in the manner, to the extent and subject to such terms and conditions as shall be specified in the Pricing Certificate therefor.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Bond Date set forth in the Pricing Certificate. The Bonds shall be issued in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(b) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner by United States mail, first class postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding day that is a Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in the form of bond attached hereto as Exhibit C, duly authenticated by execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the form of bond attached hereto as Exhibit C, manually executed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bond remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully

satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) An Authorized Officer is authorized and directed to execute and deliver the Representation Letter applicable to the City's obligations (including the Bonds) delivered in book-entry only form to DTC as securities depository for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Mandatory Sinking Fund Redemption.

Bonds designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City at the price(s), on the date(s),

and in the respective principal amounts set forth in the Pricing Certificate out of moneys available for such purpose in the Bond Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

Section 4.03 Optional Redemption.

(a) The City reserves the option to redeem Bonds on the terms and in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) Except as otherwise provided in a Pricing Certificate, if less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.04 Partial Redemption.

(a) Except as otherwise provided in a Pricing Certificate, a portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.03 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain Outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association, referred to herein as "CUSIP numbers") and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Purchaser may secure CUSIP numbers or other identification numbers for the Bonds, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of identification numbers on the Bonds shall be of no significance or effect regarding the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for identification numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel to the City ("Bond Counsel"), may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.01 Segregation of Revenues/Fund Designations.

All receipts, revenues and income derived from the operation and ownership of the System shall be kept separate from other funds of the City and deposited within twenty-four (24) hours after collection into the "Water and Wastewater System Fund" (hereinafter referred to as the "System Fund") which has been created and established on the books of the City. The System Fund shall continue to be kept and maintained at an official depository bank of the City while the Parity Obligations (including the Bonds) remain Outstanding. Furthermore, the City affirms that the following special funds have been created and established and such funds shall continue to be maintained by the City while any Parity Obligations (including the Bonds) remain Outstanding: the "Special Water and Wastewater System Revenue Bond Fund" (hereinafter referred to as the "Bond Fund"), the "Special Water and Wastewater System Revenue Bond General Reserve Fund" (hereinafter referred to as the "General Reserve Fund") and the "Special Water and Wastewater System Revenue Bond TWDB Reserve Fund" (herein after referred to as the "TWDB Reserve Fund" and, together with the General Reserve Fund, the "Reserve Funds"). The Bond Fund, the General Reserve Fund and the TWDB Reserve Fund shall continue to be kept and maintained at the City's official depository bank, and moneys deposited therein shall be used for no purpose other than for the payment, redemption and retirement of Parity Obligations, as herein provided. The City may provide for the creation of any special Accounts deemed necessary or appropriate for the efficient administration of the System and payment of Parity Obligations.

Section 7.02 System Fund.

The City hereby covenants and agrees with the owners of the Bonds that the moneys deposited in the System Fund shall be used first for the payment of the reasonable and proper expenses of operating and maintaining the System. All moneys deposited in the System Fund in excess of the amounts required to pay operating and maintenance expenses of the System shall be applied and appropriated, to the extent required and in the order of priority prescribed, as follows:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Parity Obligations, including the principal of and interest on the Parity Bonds as the same become due and payable;

Second: To the payment, equally and ratably, of the amounts required to be deposited in the Reserve Funds to accumulate, restore and maintain the amounts required to be deposited therein;

Third: To the payment of Subordinate Obligations, including the payment of amounts required to maintain any special funds created to secure payment of Subordinate Obligations; and

Fourth: For any other purpose of the City now or hereafter permitted by law.

Section 7.03 Bond Fund.

The City hereby agrees and covenants to deposit to the Bond Fund an amount equal to one hundred percent (100%) of the amount required to fully pay all Parity Obligations as such payments mature and become due, including the amount required to pay the principal of and interest on the Bonds on or before each maturity date and Interest Payment Date therefor, such payments to be made in substantially equal monthly installments on or before the first day of each month beginning on or before the first day of the month next following the month the Bonds are delivered to the Purchasers. The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund, together with the amount deposited in the Reserve Funds, is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations, including Parity Bonds (principal and interest), or (ii) the Bonds are no longer Outstanding. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited in the Bond Fund, and shall be taken into consideration and reduce the amount of the monthly deposits hereinabove required which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

Section 7.04 General Reserve Fund.

(a) The City covenants and agrees to accumulate and maintain Reserve Fund Obligations in the General Reserve Fund equal to not less than the General Reserve Fund Requirement which shall be calculated and predetermined at the time of issuance of each series or installment of Covered Parity Bonds. Upon issuance of Additional Bonds designated as Covered Parity Bonds, the General Reserve Fund Requirement shall be increased, if required, to an amount equal to the General Reserve Fund Requirement after taking into account such Additional Bonds. The General Reserve Fund shall be made available for and reasonably employed to pay principal of and interest on Covered Parity Bonds in the event that amounts in the Bond Fund are insufficient for such purpose. If any amount of the General Reserve Fund is employed to pay principal of or interest on Covered Parity Bonds and, after disbursement of such amounts for such purpose, the amount on deposit in the General Reserve Fund is less than the General Reserve Fund Requirement, or if an event of default under any Credit Facility held in the General Reserve Fund has occurred and is continuing, the General Reserve Fund Requirement shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02.

(b) The City may, at its option, withdraw all surplus on deposit in the General Reserve Fund over the General Reserve Fund Requirement and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(c) For the purpose of determining compliance with the requirements of subsections (a) and (b) of this Section 7.04, Reserve Fund Obligations shall be valued each year as of the last day of the Fiscal Year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by and in accordance with applicable law, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the General Reserve Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.09 hereof on deposit in the General Reserve Fund, which (taken together with the face amount of any existing Credit Facilities) are in excess of the General Reserve Fund Requirement may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(e) If the City is required to make a withdrawal from the General Reserve Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the General Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the General Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the General Reserve Fund (including a deficiency resulting in whole or in part from termination or expiration of a Credit Facility or an event of default under a Credit Facility), the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(g) In the event of the redemption or defeasance of any of the Outstanding Covered Parity Bonds, any Reserve Fund Obligations on deposit in the General Reserve Fund in excess of the General Reserve Fund Requirement may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (g), to the System Fund, as a result of (i) the redemption of the Outstanding Covered Parity Bonds, or (ii) funds for the payment of the Outstanding Covered Parity Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Covered Parity Bonds no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including

interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(h) In the event there is a draw upon a Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues shall be (i) subject to the provisions of subparagraph (f) hereof, and (ii) subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Parity Bonds. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(i) Notwithstanding anything to the contrary contained in this Ordinance, the requirement set forth above in this Section 7.04 to maintain the General Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.25 times the maximum annual debt service requirements of all Outstanding Parity Bonds. In the event that the Net Revenues for any Fiscal Year are less than 1.25 times the maximum annual debt service requirements of all Outstanding Parity Bonds, the City will be required to commence making deposits to the General Reserve Fund, as provided in subsection (f) above, and to continue such deposits until the earlier of (i) such time as the General Reserve Fund contains the General Reserve Fund Requirement or (ii) the end of any period of two consecutive Fiscal Years during which Net Revenues were equal to not less than 1.25 times the maximum annual debt service requirements of all Outstanding Parity Bonds.

During such time as the obligation to maintain the General Reserve Fund Requirement in the General Reserve Fund has been suspended pursuant to this subsection (i), the City may, at its option, withdraw all monies from the General Reserve Fund and deposit such surplus in the System Fund; provided, however, to the extent such monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

Section 7.05 TWDB Reserve Fund.

(a) The City covenants and agrees to accumulate and maintain Reserve Fund Obligations in the TWDB Reserve Fund equal to not less than the TWDB Reserve Fund Requirement which shall be calculated and predetermined at the time of issuance of each series or installment of TWDB Bonds. The City covenants and agrees that the TWDB Reserve Fund Requirement in connection with the issuance of each series of TWDB Bonds shall be accumulated in equal monthly installments over the initial sixty (60) months following the initial delivery of such series of TWDB Bonds. Upon issuance of Additional Bonds designated as TWDB Bonds, the TWDB Reserve Fund Requirement shall be increased, if required, to an amount equal to the TWDB Reserve Fund Requirement after taking into account such Additional Bonds. The TWDB Reserve Fund shall be made available for and reasonably employed to pay principal of and interest on TWDB Bonds in the event that amounts in the Bond Fund are insufficient for such purpose. If any amount of the TWDB Reserve Fund is employed to pay principal of or interest on TWDB Bonds and, after disbursement of such amounts for such purpose, the amount on deposit in the TWDB Reserve Fund is less than the TWDB Reserve Fund Requirement, or if an event of default under any Credit Facility held in the TWDB Reserve Fund has occurred and is continuing, the

TWDB Reserve Fund Requirement shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02.

(b) The City may, at its option, withdraw all surplus on deposit in the TWDB Reserve Fund over the TWDB Reserve Fund Requirement and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(c) For the purpose of determining compliance with the requirements of subsections (a) and (b) of this Section 7.05, Reserve Fund Obligations shall be valued each year as of the last day of the Fiscal Year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by and in accordance with applicable law, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the TWDB Reserve Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.09 hereof on deposit in the TWDB Reserve Fund, which (taken together with the face amount of any existing Credit Facilities) are in excess of the TWDB Reserve Fund Requirement may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(e) If the City is required to make a withdrawal from the TWDB Reserve Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the TWDB Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the TWDB Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the TWDB Reserve Fund (including a deficiency resulting in whole or in part from termination or expiration of a Credit Facility or an event of default under a Credit Facility), the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to (and in accordance with) the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(g) In the event of the redemption or defeasance of any of the Outstanding TWDB Bonds, any Reserve Fund Obligations on deposit in the TWDB Reserve Fund in excess of the TWDB Reserve Fund Requirement may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (g), to the System Fund, as a result of (i) the redemption of the Outstanding TWDB Bonds, or (ii) funds for the payment of the Outstanding

TWDB Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such TWDB Bonds no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(h) In the event there is a draw upon a Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues shall be (i) subject to the provisions of subparagraph (f) hereof, and (ii) subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Parity Bonds. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

Section 7.06 Construction Fund.

There is hereby created and there shall be established and maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a separate fund designated as the "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds Series 2023 Construction Fund" (hereinafter called the "Construction Fund"). A portion of the proceeds from the sale of the Bonds in the amount prescribed in the Pricing Certificate shall be deposited to the credit of the Construction Fund for use by the City for payment of all lawful costs associated with acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System, as provided herein.

Section 7.07 Payment of Bonds.

While any of the Bonds are Outstanding, the proper officers of the City are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund and, if necessary, the Reserve Fund amounts sufficient to fully pay and discharge promptly each installment of interest and principal on the Bonds as such installments mature and come due; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date of payment for the Bonds.

Section 7.08 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into any Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into such Fund from the first available and unallocated Net Revenues of the System, subject to the priority of payments prescribed in Section 7.02, in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into such Fund during such month or months.

Section 7.09 Security and Investment of Funds.

(a) All Funds and Accounts shall be secured in the manner and to the fullest extent required by law for the security of public funds, including Chapter 2257, Texas Government Code, as amended, and the funds created by the Ordinance shall be used only for the purposes therein specified.

(b) Money in any Fund or Account established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Parity Obligations, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, or any successor law, as in effect from time to time, consistent with the City's investment policy; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any such Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the Fiscal Year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. Any investment made with money deposited to the credit of a Reserve Fund shall not have a maturity in excess of five (5) years.

Section 7.10 Excess Revenues.

All revenues of the System in excess of those required to establish and maintain the Bond Fund and the Reserve Funds as required herein may be used for any proper City purpose now or hereafter permitted by law including, without limitation, pledging any excess revenues in support of Subordinate Obligations.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold in accordance with the terms of this Ordinance, including this Section 8.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds and carrying out the other procedures specified in this Ordinance, including determining (i) the manner of sale (which may be by private placement,

negotiated or competitive sale, limited or public offering or any combination thereof), (ii) the total aggregate principal amount and the number of series of the Bonds, (iii) the date(s) on which the Bonds of each series will be sold and delivered, (iv) whether to acquire bond insurance for each series of Bonds, (v) the amount of capitalized interest, if any, (vi) the amount and manner of funding the General Reserve Fund Requirement, if necessary, (vii) the price at which the Bonds of each series will be sold, (viii) the title, designation and/or number for each series of Bonds to be issued, (ix) whether particular Bonds will be issued as Tax-Exempt Bonds or Taxable Bonds, (x) the form in which the Bonds of each series shall be issued, (xi) the dates on which the Bonds of each series will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (xii) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption or tender prior to maturity (including terms for optional and mandatory sinking fund redemption), and (xiii) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 8.01(a) shall expire at 11:59 p.m. on the first anniversary of the date of adoption of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Purchase Contract (in the case of a private placement or negotiated sale) or winning bid (in the case of a competitive offering) executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) An Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Contract (in the case of a private placement or negotiated sale) or the winning bid (in the case of a competitive offering) in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Purchasers. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchasers, may be used by the Purchasers in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchasers, is hereby approved and confirmed. In the event the Bonds are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized to approve the preparation and distribution of a notice of sale.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

The obligation of the Purchasers to accept delivery of the Bonds is subject to the closing conditions set forth in the Purchase Contract, including specifically the Purchasers being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) An Authorized Officer of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchasers under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE IX
ADDITIONAL BONDS

Section 9.01 Issuance of Additional Bonds.

(a) In addition to the right to issue obligations of inferior lien as authorized by the laws of the State of Texas, the City hereby reserves the right to issue Additional Bonds which, when duly authorized and issued in compliance with the terms and conditions hereinafter appearing, shall be on a parity with the Parity Obligations herein authorized (including the Bonds), payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System. The Additional Bonds may be issued in one or more series or installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(i) The City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Parity Obligations then Outstanding;

(ii) Each of the special Funds created for the payment and security of the Parity Obligations contains the amount of money and investments then required to be on deposit therein;

(iii) With respect to Covered Parity Bonds, the General Reserve Fund Requirement shall be accumulated and supplemented as necessary to maintain therein the General Reserve Fund Requirement (unless the obligation to maintain the General Reserve Fund Requirement is suspended pursuant to subsection 7.04(i)) and, with respect to TWDB Bonds, the TWDB Reserve Fund Requirement shall be accumulated and supplemented as necessary to maintain therein the TWDB Reserve Fund Requirement; the ordinance authorizing the issuance of the Additional Bonds shall provide for any required increase in the General Reserve Fund or the TWDB Reserve Fund, as applicable, and (if supplementation is necessary to meet all conditions of said Reserve Funds) said ordinance shall make provision that same be supplemented by the required amounts in equal monthly installments from the date of delivery of such Additional Bonds, as provided by this Ordinance;

(iv) The Chief Financial Officer shall provide a certificate to the effect that, according to the books and records of the City, during the last completed Fiscal Year, or during any consecutive twelve (12) month period of the last fifteen (15) months next preceding the date of delivery of the Additional Bonds, the Net Revenues of the System were equal to at least 1.25 times the maximum annual debt service requirements of the Parity Bonds which will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the Chief Financial Officer may take into consideration a change in the charges for services afforded by the System that became

effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro-forma determination of the Net Revenues of the System for the period of time covered by the certificate based on such change in charges being in effect for the entire period covered by the certificate of the Chief Financial Officer.

When thus issued, such Additional Bonds may be secured by a pledge of the Net Revenues of the System on a parity in all things with the pledge securing the Parity Bonds.

(b) Wherever, in this Ordinance, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations which may be made lawfully payable from and secured by the same source of revenues of the City.

(c) If Additional Bonds are being issued for the purpose of refunding less than all outstanding Parity Bonds, the certification described in subsection (a)(iv) of this Section is not required so long as the aggregate debt service requirements of such refunding Parity Bonds (or Parity Obligations) will not exceed the aggregate debt service requirements of the Parity Bonds being refunded.

Section 9.02 Credit Facilities.

Payments to be made under a Credit Facility may be treated as Parity Obligations if the governing body of the City makes a finding in the ordinance authorizing the execution and delivery of such Credit Facility that the obligations of the City incurred under the Credit Facility shall be treated as a Parity Obligation and that, based upon the findings contained in a certificate executed and delivered by the Chief Financial Officer, the City will have sufficient funds to meet the financial obligations of the System, including sufficient Net Revenues to satisfy the annual debt service requirements of the System and the financial obligations of the City relating to the System after giving effect to the treatment of the Credit Facility as a Parity Obligation.

Section 9.03 Separately Financed Projects.

The City expressly retains the right to issue or incur bonds, notes, or other obligations or evidences of indebtedness, other than Parity Obligations, for any project or purpose for goods or services other than the supply, storage, treatment and distribution of treated water for municipal, domestic, commercial, industrial and other uses and the collection and treatment of watered wastes, which presently are or hereafter may be authorized or permitted to be provided or maintained by water and wastewater systems generally or the City specifically under the laws of the State of Texas, federal law or the City's home rule charter; provided, that the bonds, notes or other obligations issued or incurred for any such separately financed project are payable from and secured by other available funds derived from the ownership or operation thereof or excess Net Revenues remaining after satisfying, or making provision for the satisfaction of, the priority of claims identified on such Net Revenues in Section 7.02 hereof and separate books and records for such separately financed project or activity are maintained by the City.

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Rates and Charges.

The City shall, at all times while any of the Parity Obligations are outstanding and unpaid, maintain rates and collect charges for the facilities and services afforded by the Water and Wastewater System, as required by Section 1502.057, Texas Government Code, which will provide revenues sufficient at all times to:

(a) pay all maintenance, operation, debt service, depreciation, replacement and betterment charges of the Water and Wastewater System;

(b) pay the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Parity Bonds as the same becomes due and payable, to accumulate and maintain the reserve amount, if any, required to be deposited in the Reserve Fund, and to pay any other costs of Parity Obligations as the same becomes due and payable;

(c) produce Net Revenues each year in an amount reasonably estimated to be not less than 1.25 times the maximum annual debt service requirements of the Parity Bonds from time to time outstanding; and

(d) pay any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

Section 10.02 Maintenance and Operation; Insurance.

The City shall maintain the Water and Wastewater System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any Parity Bonds are outstanding, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves.

Section 10.03 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees while any of the Bonds or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by applicable law. The Owner of any Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising the same. The City further agrees that as soon as possible following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the certified public accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year;

(b) A balance sheet as of the end of such Fiscal Year;

(c) The comments of such accountant regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be furnished upon written request to the original purchasers and any subsequent Owners of the Bonds.

Section 10.04 Further Covenants.

The City hereby further covenants and agrees as follows:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, when issued, shall be equally and ratably secured by a first lien on and pledge of the Net Revenues *pari passu* with the lien securing payment of all other Parity Obligations in such manner that no Parity Obligation shall have preference or priority over the Bonds.

(b) That, other than for the payment of Parity Obligations, the Net Revenues are and shall not in any manner be pledged to the payment of any debt or obligation of the City or of the System on a parity with the Bonds.

(c) So far as it legally may, the City covenants and agrees, for the protection and security of the Parity Bonds and the holders thereof from time to time, that it will not grant a franchise for the operation of any competing system in the City until all Parity Bonds shall have been retired.

(d) That, for so long as any of the Bonds or any interest thereon remain Outstanding, the City will not sell, lease or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System when other property of equal value has been substituted therefor, and, also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance. In the event the City sells the System, the City will use proceeds of such sale to provide for final payment of the Parity Obligations and any Additional Bonds.

(e) That, it will cause to be rendered monthly to each customer receiving water and wastewater services a statement therefor and will not accept payment of less than all of any statement so rendered, using its power under existing ordinances and under all such ordinances to become effective in the future to enforce payment, to withhold service from such delinquent customers and to enforce and authorize reconnection charges.

(f) That it will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for services supplied by the System, and the segregation and application of the revenues of the System as required by the provisions of this Ordinance.

(g) That no free service shall be provided by the System and to the extent the City or its departments or agencies utilize the services provided by the System, payment shall be made therefor at rates charged to others for similar service.

(h) That it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance; the City will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

Section 10.05 Federal Income Tax Exclusion for Tax-Exempt Bonds.

(a) Not to Cause Interest on Tax-Exempt Bonds to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of any Tax-Exempt Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Bonds to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Bonds, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Bond and prior to the last stated maturity of the Tax-Exempt Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Bonds and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Bonds or any property the acquisition,

construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds unless either (i) such use is merely as a member (and, except possibly for the amount of use and any corresponding rate adjustment, is extended by the City on the same terms as to all other members) of the general public or (ii) such charge or payment consists of taxes of general application within the City or interest earned on temporary Investments acquired with Gross Proceeds pending application of such Gross Proceeds for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Bonds, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds, not been relevant to either party.

Section 10.06 Disposition of Project.

The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) defaults in payments to be made to the Bond Fund as required by this Ordinance;

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance and shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII
DISCHARGE

Section 12.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XIII
CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB of filed with the SEC.

(d) An Authorized Officer is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Authorized Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

Section 13.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor trustee or change in the name of the trustee, if material;

(xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding

paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Ordinance to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 13.01 of this Ordinance by the time required by such Section.

Section 13.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 13.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIV
AMENDMENT OF ORDINANCE

Section 14.01 Amendment of Ordinance.

(a) That the holders of the Parity Bonds aggregating a majority in principal amount of then outstanding Parity Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that without the consent of the holders of all of the Parity Bonds at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds so as to: (i) make any change in the maturity of the outstanding Bonds; (ii) reduce the rate of interest borne by any of the outstanding Bonds; (iii) reduce the amount of the principal payable on the outstanding Bonds; (iv) modify the terms of payment of principal of or interest on the outstanding Bonds or impose any conditions with respect to such payment; (v) affect the rights of the holders of less than all of the Bonds then outstanding; or (vi) change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

(b) That if at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be (i) posted on the MSRB's EMMA system or (ii) published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two (2) successive calendar weeks; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to post or publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Bonds. Such publication is not required, however, if notice in writing is given to each holder of Bonds.

(c) That whenever at any time not less than thirty (30) days, and within one year, from the date of the first posting or publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) That upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) That any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar therefor and the City, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the then outstanding Bonds as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purposes of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(ii) To make such provisions for the purpose of clarifying matters or questions arising under this Ordinance, as are required by the Attorney General of Texas to obtain the Attorney General's approval of the issuance of the Bonds or required by the Purchaser before their issuance or for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or at any time before or after issuance, including, without limitation, those matters described in Section 13.04 hereof, as are necessary or desirable and not contrary to or inconsistent with this Ordinance, and in all events which shall not adversely affect the interests of the owners of the Bonds;

(iii) To modify any of the provisions of this Ordinance in any other respect whatsoever, provided that such modification shall be, and be expressed to be, effective only after all previously issued Parity Bonds outstanding at the date of the adoption of such modification shall cease to be outstanding;

(iv) To make such amendments to this Ordinance as may be required, in the opinion of Bond Counsel, to ensure compliance with sections 103 and 141 through 150 of the Code and the regulations promulgated thereunder and applicable thereto.

Notice of any such amendment may be posted or published by the City in the manner described in clause (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to post or publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

(h) If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, null, void, of no force and effect, then such provisions shall be construed as severable from the reminder of this Ordinance and shall not affect the validity of all other provision of this Ordinance which shall remain in full force and effect.

ARTICLE XV
EFFECTIVE IMMEDIATELY

Section 15.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows.*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24th day of January, 2023, at a regular meeting of the City Council of the City of Lubbock, Texas.

_____
TRAY PAYNE, Mayor

ATTEST:

_____
REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: _____
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XIII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. Statistical and financial data set forth in the Official Statement in Tables 1-15 of APPENDIX A.

2. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Article XIII are the accounting principles described in the notes to the respective financial statements appended to the Official Statement.

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*Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 8.01 of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Purchasers:

(a) the price to be paid for the Bonds shall be not less than 90% of the aggregate principal amount of the Bonds;

(b) the Bonds of any series shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) no Bond shall mature later than twenty-one (21) years after the date of its delivery;

(d) the principal amount of the Bonds of each series shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose(s) identified in Section 3.01 being financed by the issuance of the Bonds of such series and such principal amount (when combined with the aggregate principal amount of any other series of Bonds issued pursuant to this Ordinance) shall not exceed the maximum amount authorized by Section 3.01 of this Ordinance; and

(e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bonds shall be generally in the form set forth below, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the initially delivered Bonds, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows, provided however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bond.

REGISTERED No._____ REGISTERED $_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BOND,
SERIES 2023

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	_____, _____	_____, _____[1]	___ _____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of

1 Information to be inserted from Pricing Certificate.

twelve 30-day months, such interest to be paid semiannually on _____ and _____ of each year, commencing _____, 20__.[2] All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the Register kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the [last/fifteenth] Business Day of the month next preceding an Interest Payment Date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Bonds"), issued pursuant to the authority provided by Chapters 1371 and 1502, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes described in the Ordinance.

The Bonds are secured by and payable solely from a first lien on and pledge of the Net Revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after _____, 20__, before their respective scheduled maturities in whole or in part on _____, 20__, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption

2 Information to be inserted from Pricing Certificate.

3 Information to be inserted from Pricing Certificate.

plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portion thereof, within such maturity and in such principal amounts, for redemption.][4]

[Bonds maturing on _____, 20_ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing _____, 20____

Redemption Date	Principal Amount
_____, 20_	
_____, 20_	
_____, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][5]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Subject to the right of the City to give a conditional notice of redemption with respect to an optional redemption, as described below, notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the

4 Insert optional redemption provisions, if any, and revise to conform to the Pricing Certificate.

5 Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the net revenues of the System, as hereinabove recited.

The registered owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Lubbock, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or portion of a bond or bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas as shown in the records kept by the undersigned.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

By:_____
Authorized Representative

Dated:_____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

_____

(Social Security or other identifying number:_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond (which name shall be set forth in the Pricing Certificate), the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below";

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

Information

Agenda Item

Ordinance Single Reading - Finance: Consider approval of an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Bonds, in one or more series, in a principal amount not to exceed $52,000,000 for the purpose of paying the costs of acquiring, constructing, and reconstructing street improvements, including but not limited to sidewalks, utility line relocation, and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way therefor; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

The City's bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, and Article VIII of the City's Home-Rule Charter. The bonds may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate, for the purpose of:

(i) acquisition, construction, renovation, and equipment related to the 2022 Bond Election projects;
(ii) payment of professional services of attorneys, financial advisors, engineers, and other professionals in connection with the Project and the issuance of the Certificates; and
(iii) paying the costs of issuing the Bonds.

Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this ordinance shall not exceed $52,000,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Ordinance No. 2023 – [_____]

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION BONDS

Adopted: January 24, 2023

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING AN OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City Council of the City of Lubbock, Texas (the "City") hereby finds and determines that it is in the best interests of the City to issue bonds to pay the costs of making permanent public improvements authorized by the voters of the City at a bond election held on November 8, 2022 (the "Election") in accordance with the provisions of Chapter 1331, Texas Government Code, as amended;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer, the authority to approve the principal amount, the interest rate(s), the date(s) of sale and the number of series, the price and the terms of the Bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Bonds;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officer" means each of the Mayor, City Manager and the Chief Financial Officer, acting individually.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Chapter 1331" means Chapter 1331, Texas Government Code, as amended.

"Chapter 1371" means Chapter 1371, Texas Government Code, as amended.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Bond" means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means each interest and sinking fund or accounts established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Bonds is the respective date on which such series of Bonds is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of the Bonds.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 7.01 hereof

"Purchase Contract" means any contract, agreement or investment letter pursuant to which the Bonds of each series are sold to the Purchaser thereof.

"Purchaser" means the purchaser or purchasers of the Bonds of each series identified in the Pricing Certificate.

"Record Date" means the date specified in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Tax-Exempt Bonds" shall mean Bonds, the interest on which is excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

"Taxable Bonds" shall mean Bonds the interest on which is not excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

"Term Bonds" has the meaning set forth in Section 4.03 hereof

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Yield" means the yield computed under Section 1.148-4 of the Regulations for a Bond or issue of Bonds, and yield computed under Section 1.148-5 of the Regulations for an investment.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power, or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limits prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02 Interest and Sinking Fund.

(a) A special fund or account for each series of Bonds (each, an "Interest and Sinking Fund") shall be and is hereby created solely for the benefit of the Bonds of such series and each such fund or account shall be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund established for each series of Bonds shall be used solely for the purpose of paying the interest on and principal of the Bonds of such series when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds (the "Bonds") are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1331, Chapter 1371, and Article VIII of the City's Home-Rule Charter. The Bonds may be issued, from time to time, in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate therefor, for the purpose of (i) acquiring, constructing and reconstructing street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of land and rights-of-way therefor and (ii) paying the costs of issuing the Bonds. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed $52,000,000.

If the Bonds are issued in more than one series, the provisions of this Ordinance shall apply to each such series in the manner, to the extent and subject to such terms and conditions as shall be specified in the Pricing Certificate therefor.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate (the "Bond Date"). The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when

funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Purchaser, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by (or, to the extent allowed by law, bearing a facsimile signature of) the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in

which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without

coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser,

and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) An Authorized Officer is authorized and directed to execute and deliver the Representation Letter applicable to the City's obligations (including the Bonds) delivered in book-entry-only form to DTC as securities depository.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and

redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Purchaser may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Capital IQ, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Bond or Bonds may be printed on or attached to such Bond.

ARTICLE VII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold to the Purchaser in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Bonds, and carrying out the other procedures specified in this Ordinance, including determining (i) the manner of sale (which may be by private placement, negotiated or competitive sale, limited or public offering or any combination thereof), (ii) the total aggregate principal amount and the number of series of the Bonds (including the aggregate principal amount of each series of Bonds issued to effect the purposes identified in Section 3.01 of this Ordinance), (iii) the date(s) on which the Bonds of each series will be sold and delivered, (iv) whether to acquire bond insurance for the Bonds, (v) the price at which the Bonds will be sold, (vi) the number and title or designation for the Bonds of each series to be issued, (vii) whether particular Bonds will be issued as Tax-Exempt Bonds or Taxable Bonds (viii) the form in which the Bonds shall be issued, (ix) the dates on which the Bonds will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (x) the dates, prices and other terms upon and at which the Bonds shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (xi) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m., on the one-year anniversary following the date of adoption of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Purchase Contract (in the case of a private placement or negotiated sale) or winning bid (in the case of a competitive offering) executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated

in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Contract (in the case of a private placement or negotiated sale) or the winning bid (in the case of a competitive offering) in the form and on the terms approved by the Authorized Officer and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(c) The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to the Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchaser, may be used by the Purchaser in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchaser, is hereby ratified, approved and confirmed. In the event the Bonds are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized to approve the preparation and distribution of a notice of sale.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Purchaser to accept delivery of the Bonds is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the

Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the special account provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of other funds to be deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited or shall be transferred to the Interest and Sinking Fund as shall be determined by the City Council.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03 Federal Income Tax Exclusion for Tax-Exempt Bonds.

(a) Not to Cause Interest on Tax-Exempt Bonds to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of any Tax-Exempt Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Bonds to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Bonds, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Bond and prior to the last stated maturity of the Tax-Exempt Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Bonds and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Bonds, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such

accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds, not been relevant to either party.

Section 9.04 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each Fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such Fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable Fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its Fiscal year, it will notify the MSRB of the change (and of the date of the new Fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(d) An Authorized Officer is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Authorized Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor trustee or change in the name of the trustee, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond,

or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows.*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24th day of January, 2023, at a regular meeting of the City Council of the City of Lubbock, Texas.

TRAY PAYNE, Mayor

ATTEST:

REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded Fiscal year.

2. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY" (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Purchaser:

(a) the price to be paid for the Bonds of any series shall not be less than 90% of the aggregate principal amount of the Bonds of such series;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) no Bond shall mature later than twenty-one (21) years after the date of its delivery;

(d) the principal amount of the Bonds of each series shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose(s) identified in Section 3.01 being financed by the issuance of the Bonds of such series and such principal amount (when combined with the aggregate principal amount of any other series of Bonds issued pursuant to this Ordinance) shall not exceed the maximum amount authorized in Section 3.01 of this Ordinance; and

(e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be generally as follows, provided, however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bonds.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION BOND
[TAXABLE] SERIES 20__

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	_____	_____[1]	_____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360 day year of twelve 30 day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing _____[2]. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

[1] Information to be inserted from Pricing Certificate.
[2] Information to be inserted from Pricing Certificate.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of The Bank of New York Mellon Trust Company, National Association, the initial Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purposes of providing funds with which to acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of land and rights-of-way therefor, and to pay the costs of issuing the Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after February 15, 20__, in whole or in part, before their respective scheduled maturity dates, on _____, 20__, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for

[3] Information to be inserted from Pricing Certificate.

redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption] [Bonds maturing on February 15 in each of the years _____ through ____, inclusive (the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing February 15, 20____

Redemption Date	Principal Amount
February 15, 20___	
February 15, 20___	
February 15, 20___ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.[4]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where

[4] Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.][5]

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

[5] Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

_____
Comptroller of Public Accounts of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

[BANK]

_____
as Paying Agent/Registrar

Dated: By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):_____
_____
_____
(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in

each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from the Pricing Certificate
pursuant to Section 3.02 of this Ordinance)

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

Item Summary

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received; and
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2022 annual report, which includes all of the information required by the above statute, and submitted it to the Lubbock Business Park TIF Board of Directors for approval on January 11, 2023. A summary of the information included in the report is as follows:

For the year ended September 30, 2022, the Lubbock Business Park TIF received $976,878 in revenues for value earned in 2021, and $19,047 in interest earned. Any variance to the actual amount from the amount reported in the FY 2020-21 Annual Report can be attributed to uncollected taxes and/or exemptions

Expenses in FY 2021-22 included $13,172 in administrative costs, $3,660 for professional services, $768 for Office Supplies, and $65 in Lubbock Central Appraisal District collection costs. Life-to-date capital expenditures were $3,410,824.

The Lubbock Business Park TIF appraised value is $97,737,498 in 2022 with a current captured appraised value of $97,327,012. The current captured appraised value is the total value after the base year value is subtracted. The total tax increment to be received by the Lubbock Business Park TIF for Tax Year 2022 is projected to be $907,411.

The Board of Directors approved the report at their January 11, 2023 meeting and is submitting it to the City Council for approval.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Business Park TIF Board of Directors

Attachments

Resolution LBP TIF
Annual Report - LBP TIF

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Lubbock Business Park Annual Report for October 1, 2021 through September 30, 2022, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Lubbock Business Park – 2022 Annual Report
1.9.23



Lubbock Business Park Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2021 - September 30, 2022

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

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City of Lubbock TEXAS

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Introduction

The Lubbock City Council established the Lubbock Business Park Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 16, 2009 to promote the development of the Lubbock Business Park. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund (Fund) established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised taxable value retained by the Zone,
- ❑ Captured appraised taxable value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 24, 2023 upon the recommendation of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 11, 2023.

Tray Payne, Mayor
City of Lubbock

Cassandra L. Henry
Sandy Henry
Lubbock Business Park TIF Board of Directors

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Financial Report

The net taxable value of the Zone is $97,737,498 for each taxing jurisdiction, an increase of $97,327,012 over the 2009 base year. Exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2022 Appraised Value	$97,737,498
Zone 2022 Net Taxable Value	97,737,498
Less: 2009 Base Value	410,486
Current Captured Net Taxable Value Retained and Shared *	$ 97,327,012

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2022 Tax Rate	2009 Taxable Value	2022 Net Taxable Value	2022 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.476762	410,486	97,737,498	97,327,012	$ 464,018
Lubbock County	0.347720	410,486	97,737,498	97,327,012	338,426
Lubbock County Hospital District	0.103164	410,486	97,737,498	97,327,012	100,406
High Plains Underground Water Conservation District #1	0.004686	410,486	97,737,498	97,327,012	4,561
Total Fund Revenue					$ 907,411

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Performance Report

The Board and the City Council are operating with the Project and Finance Plans approved by the Board on December 10, 2010 and approved by the City Council on January 27, 2011. The Project Plan describes the types of projects anticipated to occur in the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and how that revenue will be used to support potential projects.

Revenues
In FY 2021-22, the Zone received $976,878 in revenues for value earned in 2021, and $19,047 in interest earned. Any variance to the actual amount from the amount reported in the FY 2020-21 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects
There is no bonded indebtedness. The expenditures incurred in FY 2021-22 are:

Lubbock Business Park TIF Expenditures

	FY 2021-22	Expenditures To-Date
Capital Projects		
North King Street Project	$ -	680,000
Ivory Street	368,059	2,730,824
Total Capital Project Expenditures	$ 368,059	3,410,824
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	13,172	85,261.09
Office Supplies	768	2,436.10
Professional Services	3,660	42,310.10
LCAD Collections Charges	65	426.39
Interest Expense	-	(288.79)
Transfer to TIF CIP	-	3,945,503.00
Total Administrative Expenditures	$ 17,665	4,075,647.89

***Unaudited**

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the City. The City Council specified nine members, and six members are appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Sandy Henry, Chair
Science Spectrum
Term: 3/01/21 – 3/01/23

Council Appointee: Sonny Garza
City Bank
Term: 3/01/21 – 3/01/23

Council Appointee: Tyler Young
Texas Tech Credit Union
Term: 3/01/21 – 3/01/23

Council Appointee: Steven "Brett" Cate
Term: 3/01/22– 3/01/24

Council Appointee: Tony Whitehead
Prosperity Bank
Term: 3/01/22– 3/01/24

Council Appointee: Dr. Kathy Rollo
Term: 3/01/22– 3/01/24

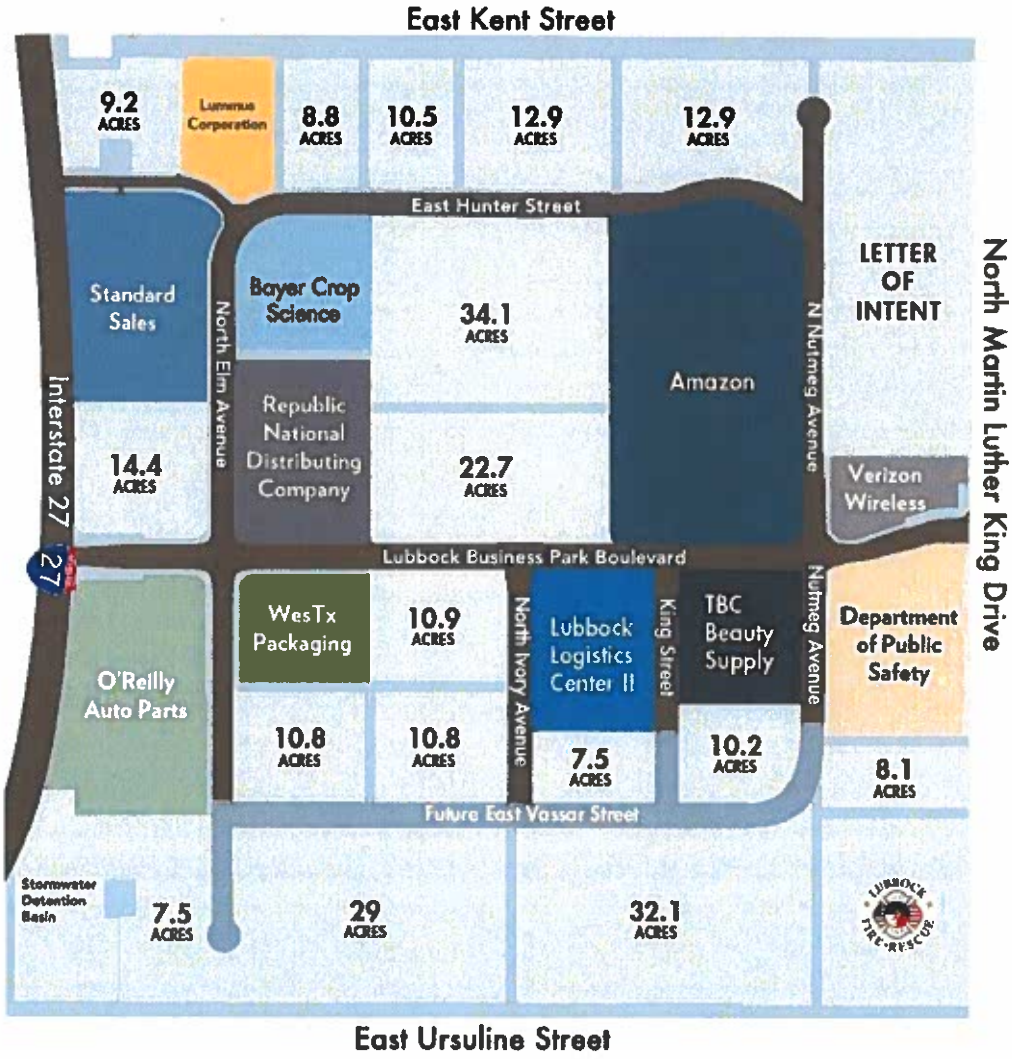
High Plains Underground Water Conservation District Appointee and Designee:
Jason Coleman, General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer Designee: Jeff Dane

Lubbock County Commissioners Court Appointee:
Honorable Jason Corley, County Commissioner

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
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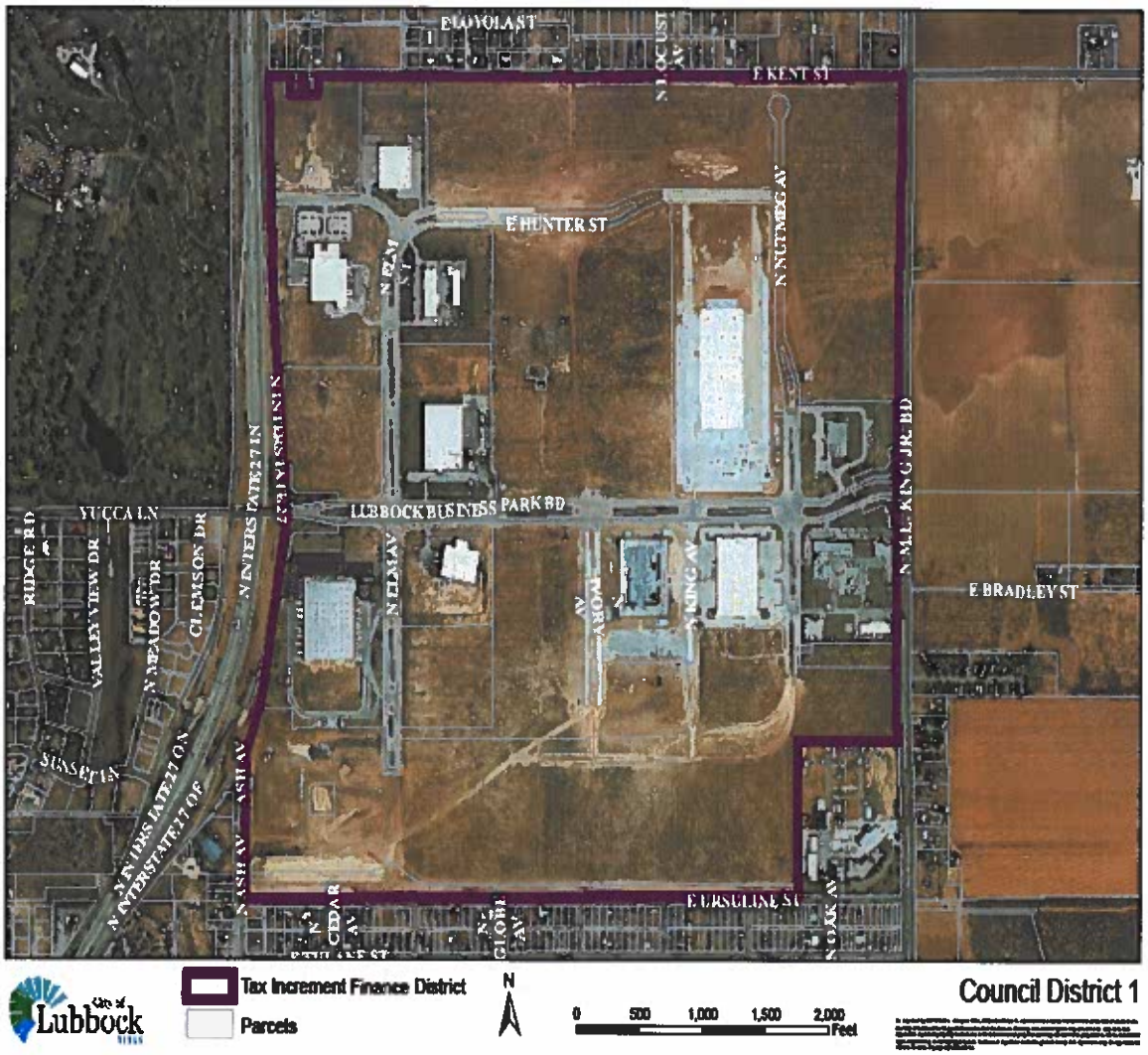
Lubbock Business Park Master Plan



City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Reinvestment Zone Boundary Map

Lubbock Business Park TIF



Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

Item Summary

The City Council created the Central Business District Tax Increment Financing (TIF) Reinvestment Zone and appointed the Central Business District TIF Reinvestment Zone Board on December 3, 2001. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the Chief Executive Officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be sent to the State Comptrollers Office.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received;
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2022 annual report, which includes all the information required by the above statute, and submitted it to the Central Business District TIF Board of Directors for approval on January 12, 2023. A summary of the information included in the report is as follows:

In FY 2021-22, the Zone received $1,514,694.15 in property tax revenues and $34,877.33 in interest earnings. Any variance in the actual amount from the amount reported in the FY 2020-21 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenses in FY 2021-22 included $397,831 for special projects, $79,352 in administrative costs, $1,124 for office supplies, $7,407 on professional services, and $4,564 for Lubbock Central Appraisal District collection charges. Life-to-date capital expenditures were $13.6 million.

The City of Lubbock has issued bonds for the Central Business District TIF capital projects in the amount of $12.6 million. The total amount of principal and interest remaining on the bonds issued is $9.7 million principal and $2.6 million interest.

The Central Business District TIF appraised value is $277,056,107 in 2022 with a current captured appraised value of $171,197,856.

The current captured appraised value is the total value after the base year value is subtracted.

The total tax increment to be received by the Central Business District TIF for Tax Year 2022 is projected to be $1,582,330 from all taxing jurisdictions.

The Board of Directors approved the report at their January 12, 2023 meeting and is submitting it to the City Council for approval.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Central Business District TIF Board of Directors

Attachments

Resolution CBD TIF

Annual Report - CBD TIF

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Central Business District Tax Increment Financing Reinvestment Zone ("CBDTIF") Annual Report for October 1, 2021 through September 30, 2022, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBDTIF, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. CBDTIF – 2022 Annual Report
1.9.23



Central Business District
Tax Increment Financing Reinvestment Zone

Annual Report

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City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
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October 1, 2021 – September 30, 2022

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City of Lubbock TEXAS

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
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Introduction

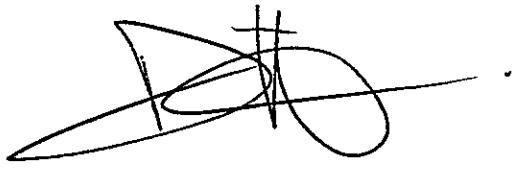
The Lubbock City Council established the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 3, 2001 in order to promote the development of the CBD. The Zone was created after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing regarding the creation of the zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the City's fiscal year (September 30), and a copy must be submitted to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the Tax Increment Fund established for the Zone,
- Amount and purpose of expenditures from the Fund,
- Amount of principal and interest due on outstanding bonded indebtedness,
- Tax increment base and current captured appraised value retained by the Zone,
- Captured appraised value shared by the City and other taxing units,
- Total amount of tax increments received, and
- Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 24, 2023 upon the recommendation of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 12, 2023.



Tray Payne, Mayor
City of Lubbock

Dan Williams, Chairman
Central Business District TIF Board of Directors

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $171,197,856 in value since the 2001 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2022 Appraised Value (before abatements and exemptions)	$277,056,107
Less: 2001 Base Value	105,858,251
Current Captured Appraised Value Retained and Shared (before abatements)*	$171,197,856

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction/ Tax Rate	2022 Tax Rate	2001 Appraised Value	2022 Net Taxable Value	2022 Net Tax Increment Value	Projected TIF Fund Revenue (100% Collections)
City of Lubbock	$0.476762	105,858,251	275,548,690	169,690,439	$ 809,020
Lubbock County	0.347720	105,858,251	275,603,956	169,745,705	590,240
Lubbock County Hospital District	0.103164	105,858,251	275,603,956	169,745,705	175,116
High Plains Underground Water Conservation District #1	0.004686	105,858,251	275,603,956	169,745,705	7,954
Total Fund Revenue					**$ 1,582,330**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022

Performance Report

The Board and the City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on March 22, 2017 and approved by the City Council on April 27, 2017. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future. The Project Plan describes the types of projects anticipated to occur in the district.

Revenues

In FY 2021-22, the Zone received $1,514,694.15 in property tax revenues and $34,877.33 in interest earnings. Any variance in the actual amount from the amount reported in the FY 2020-21 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects

The City Council has issued six series of Certificates of Obligation to fund public improvement projects for the Zone. The principal amount of Certificates of Obligation is as follows:

February 4, 2010	$ 247,564
March 15, 2011	1,404,380
May 1, 2014	2,165,000
April 28, 2015	2,690,000
April 15, 2016	2,005,000
April 15, 2017	4,110,000

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations.

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022
Central Business District TIF Expenditures

	FY 2021-22	Expenditures To-Date
Capital Projects		
Public Utility Engineering and Coordination	$ -	222,148
Underground Utilities	-	7,111,115
EDA Grant	-	2,245,614
Glenna Goodacre Boulevard Extension	-	292,573
CBD TIF Special Projects	110,200	531,651
Gateways	187,215	1,946,210
Civic Center Hotel Project	-	23,045
Parking Master Plan	94,931	99,573
Historic District Designation	-	-
Utility Infrastructure Upgrades/Relocations	-	121,216
Civic Center Convention Center Hotel	-	-
Civic Park	1,000,000	1,000,000
Total Capital Project Expenditures	$ 1,392,346	13,593,145
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	$ 79,352	595,619
Office Supplies	1,124	11,979
Professional Services	7,407	115,017
LCAD Collections Charges	4,564	43,451
Capital Outlay	-	58,101
Subtotal Adminstrative Expenses	92,447	824,167
Special Projects		
Downtown Redevelopment Plan	-	100,000
Schrader & Cline - Project and Finance Plan	-	75,547
Civic Lubbock Guitar Project	-	8,500
Fiber Optic Line Relocation	-	25,254
SGS Engineering	-	8,396
Overland Partners	-	232,224
Primitive Social Agreement	52,000	199,300
McDougal Master Development Agreement	245,831	3,414,305
ROW Acquisition - GGB & Avenue Q	-	342,619
Civic Center Hotel Feasibility Study	-	49,686
Misc. Projects	-	37,631
Transfer to Capital Project Fund	100,000	1,720,548
Subtotal Special Projects	397,831	6,214,009
Bond Sale Charges	-	119,912
Total Expenditures	490,278	7,158,087
Transfer to Debt Service	**$ 941,828**	**6,667,930**

***Unaudited**

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES
ACCOUNTING
CENTRAL BUSINESS DISTRICT TIF

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2022-23	590,000	352,235	942,235
2023-24	620,000	326,261	946,261
2024-25	640,000	300,954	940,954
2025-26	670,000	277,051	947,051
2026-27	685,000	251,897	936,897
2027-28	710,000	225,269	935,269
2028-29	740,000	197,733	937,733
2029-30	775,000	169,555	944,555
2030-31	790,000	142,190	932,190
2031-32	710,000	116,429	826,429
2032-33	720,000	91,050	811,050
2033-34	715,000	64,960	779,960
2034-35	620,000	40,050	660,050
2035-36	440,000	20,275	460,275
2036-37	305,000	6,100	311,100
	$ 9,730,000	**2,582,009**	**12,312,009**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the municipality. In establishing the Board, the City Council specified nine members with six members appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Dan Williams, Chair
Williams & Company Real Estate
Term: 03/01/2021 – 03/01/23

Council Appointee: Robert Taylor
United Supermarkets – Corporate Office
Term: 03/01/22 – 03/01/24

Council Appointee: Jeremy Hamilton
Term: 03/01/21 – 03/01/23

Council Appointee: Gabe Vitela
Term: 03/01/22 – 03/01/24

Council Appointee: Brett McDowell
MGB Interests, LLC
Term: 03/01/22 – 03/01/24

Council Appointee: Suzanne Blake
Blake Cooper Financial
Term: 03/01/21 – 03/01/23

High Plains Underground Water Conservation District Appointee:
Jason Coleman, P.E., General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer; Designee: Jeff Dane, C.F.O.

Lubbock County Commissioners Court Appointee:
Honorable Curtis Parrish, County Judge

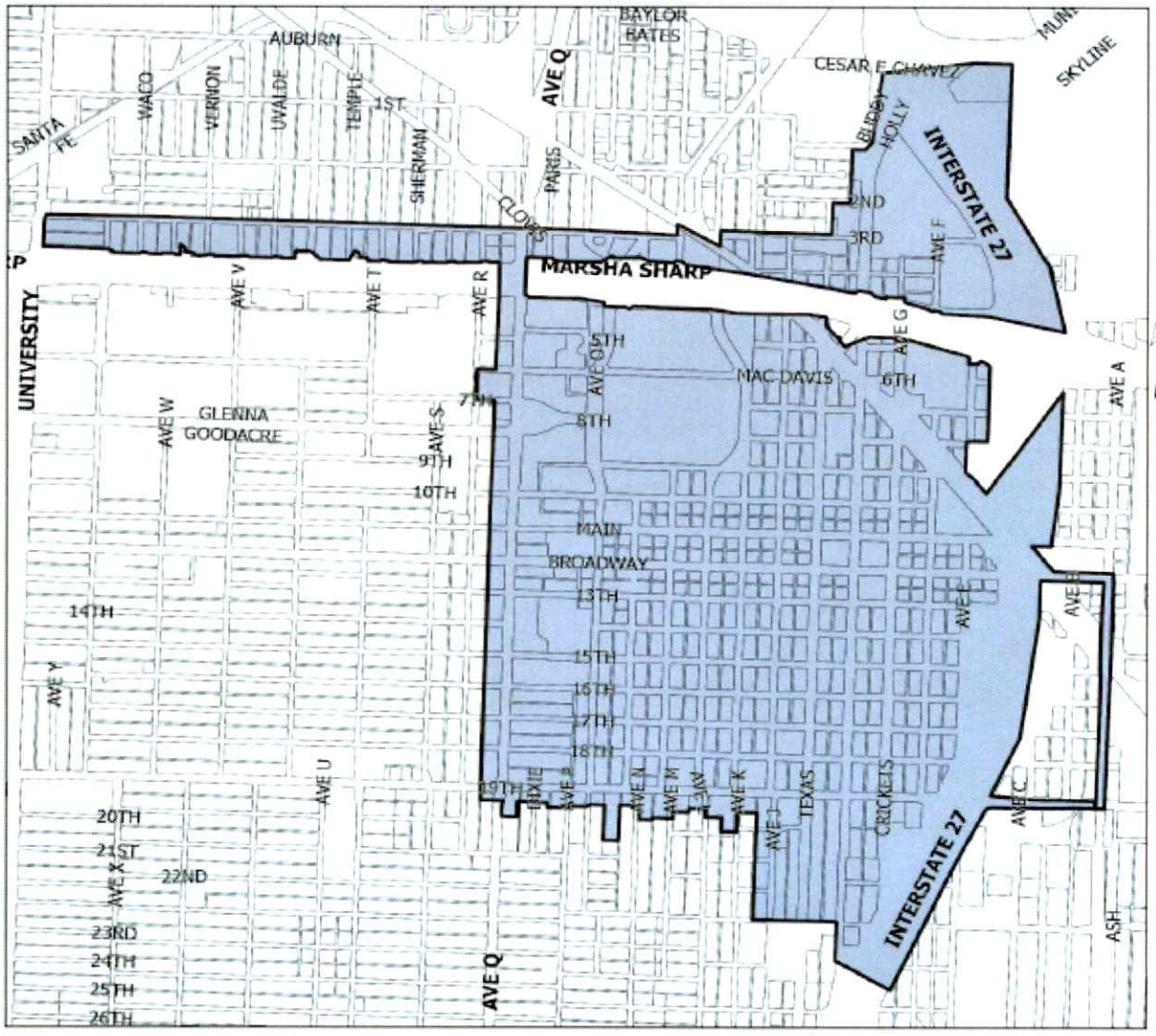
City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022

CBD TIF Master Plan



City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021– September 30, 2022

Reinvestment Zone Boundary Map



Information

Agenda Item

Resolution - Finance: Consider a resolution approving the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021, through September 30, 2022.

Item Summary

The City Council created the North Overton Tax Increment Financing (TIF) Reinvestment Zone and appointed the North Overton TIF Reinvestment Zone Board on March 14, 2002. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the Chief Executive Officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be sent to the State Comptrollers Office.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received;
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2022 annual report, which includes the information required by the above statute, and submitted it to the North Overton TIF Board of Directors for approval on January 19, 2023. A summary of the information included in the report is as follows:

For the year ended September 30, 2022, the Zone received $4.9 million in property tax revenues for the 2021 tax year. Any variance in the actual amount from the amount reported in the FY 2020-21 annual report can be attributed to uncollected taxes and/or exemptions. The Zone received $453,170 in hotel motel tax revenue for debt service on the conference center, $81,455 in revenue from the one percent of net revenue from the Overton Hotel and $76,803 in incentive rent from the Overton Hotel. The Zone also earned $115,377 in interest.

Expenses in FY 2021-22 included $10,654 in administrative costs, $768 for Office Supplies, $6,345 for Professional Services, $3,582 for Lubbock Central Appraisal District collection charges, a $1.0 million transfer to capital, and $3,107,871 that was transferred to debt service. Life-to-date capital expenditures were $54.3 million.

The City of Lubbock has issued bonds for the North Overton TIF capital projects in the amount of $41.5 million. These capital projects include sewer, water, electric, streets, and landscaping in the parkway. The total amount of principal and interest remaining on the bonds issued is $12.4 million principal and $1.2 million interest.

The North Overton TIF appraised value is $596,529,020 in 2022 with a current captured appraised value of $569,588,416. The current captured appraised value is the total value after the base year value is subtracted. The total tax increment to be received by the North Overton TIF for Tax Year 2022 is projected to be $4,943,387.

The Board of Directors approved the report at their January 19, 2023 meeting and is submitting it to the City Council for approval.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Overton TIF Board of Directors

Attachments

Resolution - North Overton TIF

Annual Report - North Overton TIF

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2021 through September 30, 2022, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. North Overton Tax Increment Financing Reinvestment Zone – 2022 Annual Report
1.9.23



North Overton Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2021 - September 30, 2022

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

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City of Lubbock TEXAS

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Introduction

The Lubbock City Council established the North Overton Tax Increment Financing Reinvestment Zone (Zone) by ordinance on March 14, 2002 to promote the development of the North Overton area. The Zone was initiated by a petition of owners of more than 50.0 percent of the appraised value of land in the Zone. The petition was received on October 31, 2001. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised value retained by the Zone,
- ❑ Captured appraised value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 24, 2023 upon the recommendation of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 19, 2023.

Tray Payne, Mayor
City of Lubbock

Jeff Dane, Chairman
North Overton TIF Board of Directors

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $569,588,416 in value since the 2002 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2022 Appraised Value (before abatements and exemptions)	$ 596,529,020
Less: 2002 Base Value	26,940,604
Current Captured Appraised Value Retained and Shared (before abatements)*	$ 569,588,416

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2022 Tax Rate	2002 Appraised Value	2022 Net Taxable Value	2022 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.476762	26,940,604	557,152,998	530,212,394	$ 2,527,851
Lubbock County	0.347720	26,940,604	557,163,398	530,222,794	1,843,691
Lubbock County Hospital District	0.103164	26,940,604	557,163,398	530,222,794	546,999
High Plains Underground Water Conservation District #1	0.004686	26,940,604	557,163,398	530,222,794	24,846
Total Fund Revenue					$ 4,943,387

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Performance Report

The Board and City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on December 10, 2009 and approved by the City Council on February 25, 2010. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and the potential project financing that revenue may support. The Project Plan describes the types of projects anticipated to occur in the Zone.

Revenues
For the year ended September 30, 2022, the Zone received $4.9 million in property tax revenues for the 2021 tax year. Any variance in the actual amount from the amount reported in the FY 2020-21 annual report can be attributed to uncollected taxes and/or exemptions. The Zone received $453,170 in hotel motel tax revenue for debt service on the conference center, $81,455 in revenue from the one percent of net revenue from the Overton Hotel and $76,803 in incentive rent from the Overton Hotel. The Zone also earned $115,377 in interest.

Expenditures and Projects
The City Council has issued nine series of Certificates of Obligation to fund public improvement projects for the Zone. They were issued as follows:

July 15, 2003	$ 3,795,000
August 15, 2005	9,290,000
April, 15, 2006	6,307,749
August 15, 2007	4,111,341
January 17, 2008	11,805,000
May 23, 2008	1,943,758
April 8, 2009	961,386
January 20, 2010	1,982,958
April 15, 2016	1,280,000

All expenditures are made as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

North Overton TIF Expenditures

	FY 2021-22	Expenditures To Date
Capital Projects		
North Overton Phase I	-	909,192
The Centre, Phase I Project	-	1,959,363
Dinerstein II, Phase I Project	-	1,581,407
Tract #3	-	1,158,251
Tract #5	-	1,004,141
Tract #6	-	526,414
Tract #7	-	904,271
Dinerstein III	-	1,022,627
Walmart	-	2,521,914
Tract 11 - Condo I	-	163,364
Tract 12 and Tract 13 - Condo II & III	-	215,690
Single Family	-	4,986,859
Pioneer Park Improvements	-	8,268
North Overton TIF Public Facilities**	-	22,652,438
Tract 1A	-	84,411
ROW Acquire Glenna Goodacre Blvd.	-	3,253,991
Tract 1B	-	124,633
Tract 18 Commercial	-	762,433
ULOFT	-	86,049
Tract 1-B-3	-	68,867
Glenna Goodacre Blvd. East	-	2,973,448
Water Utilities North Overton TIF	-	148,910
North Overton TIF Electric Utility	-	322,374
Capstone	-	2,312,571
Wastewater Utilities North Overton TIF	-	125,574
North Overton TIF Street Reconstruction	-	871,062
Landscaping in the Parkway	-	89,281
North Overton TIF Public Improvements	-	2,523,508
Street Infrastructure Upgrades/Replacement	-	-
Roy Furr Pioneer Park	47,702	129,602
North Overton TIF Street UPG	781,542	781,651
Total Capital Project Expenditures	$ 829,243	54,272,564
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	$ 10,654	363,703
Office Supplies	768	10,112
Professional Services	6,345	112,263
LCAD Collections Charges	3,582	32,170
North Overton Zoning	-	14,194
North Overton TIF Creation	-	45,312
North Overton TIF Board Administration	-	8,154
Total Administrative Expenditures	21,349	585,909
Interest Expense	-	343,017
Bond Sale Charges	-	272,726
Special Projects	-	1,200
Capital Outlay	-	31,539
Transfer to Capital Projects Fund	1,000,000	5,500,000
Total Expenditures	$ 1,021,349	6,734,391
Transfer to Debt Service	$ 3,107,871	49,324,098

** This project is funded with $11.4 million in bonds and $11 million in grants from the CH Foundation and the Moody Foundation

*Unaudited

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES
ACCOUNTING
NORTH OVERTON TIF ALLOCATIONS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2022-23	2,660,000	425,287	3,085,287
2023-24	2,745,000	333,437	3,078,437
2024-25	2,685,000	234,557	2,919,557
2025-26	2,085,000	133,468	2,218,468
2026-27	1,535,000	60,534	1,595,534
2027-28	320,000	23,250	343,250
2028-29	190,000	11,000	201,000
2029-30	130,000	3,250	133,250
	$ 12,350,000	**1,224,782**	**13,574,782**

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Board of Directors

Because the Zone was initiated by a petition of the property owners, by statute the board must consist of nine members. The City Council appoints four board members, who must be at least 18 years of age and owners, or a representative of owners, of real property in the Zone or employees or agents of someone who owns property in the Zone. The State Senator and State Representative for the Zone, or their designees, are also board members, as are the representatives of Lubbock County, Lubbock County Hospital District, and the High Plains Underground Water Conservation District. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Lubbock County Hospital District Representative:
Mark Funderburk, Chief Executive Officer; Designee: Jeff Dane, Chair

City Council Representative: Timothy Pridmore
McWhorter Cobb & Johnson LLP
Term: 03/01/22 – 03/01/24

City Council Representative: Kurt Metcalf
Overton Hotel
Term: 03/01/21 – 03/01/23

City Council Representative: Patrick Murfee
Murfee and Sons, Inc.
Term: 03/01/21 – 03/01/23

City Council Representative: Lisa West
Double Nickel Steakhouse
Term: 03/01/21 – 03/01/23

State Senator:
Honorable Charles Perry, State Senator

State Representative:
Honorable John Frullo, State Representative

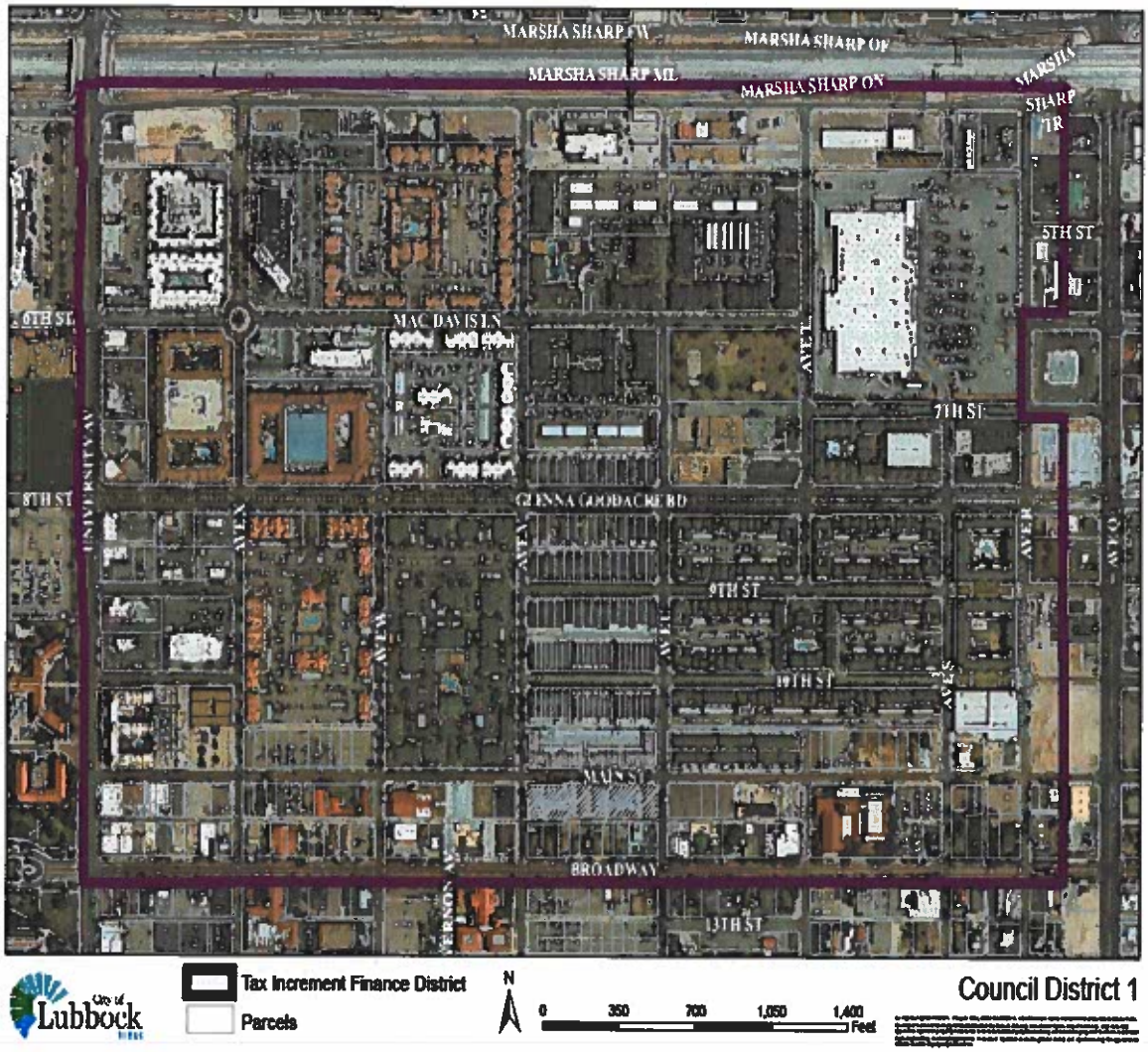
Lubbock County Representative:
Gilbert A. Flores, Lubbock County Commissioner

High Plains Underground Water District Representative:
Jason Coleman, High Plains Underground Water District Appointee

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2021 – September 30, 2022

Reinvestment Zone Boundary Map

North Overton TIF



AI# 11304
Regular City Council Meeting
01/24/2023:

7. 12.

Information

Agenda Item

Resolution - City Council: Consider a resolution authorizing the Mayor to execute any related documents in connection to assumption of duties by Courtney Paz as Acting City Secretary.

Item Summary

Courtney Paz is being appointed as Acting City Secretary, pursuant to Chapter 1, Article IX, Section 10 of the City of Lubbock Charter, on terms consistent with a Memorandum of Understanding, effective March 1, 2023. The Acting City Secretary is authorized and directed to assume and perform any duties of the position of City Secretary required by applicable federal, state, or local law.

Fiscal Impact

The City Manager will direct any changes to the municipal budget as a result of this appointment.

Staff/Board Recommending

City Council

Attachments

Resolution - Acting City Secretary Appt

RESOLUTION

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

THAT Courtney Paz ("Paz") is hereby appointed to serve as Acting City Secretary of the City of Lubbock, pursuant to Chapter 1, Article IX, Section 10 of the City of Lubbock Charter, on terms consistent with a Memorandum of Understanding attached hereto as Exhibit "A", effective March 1, 2023; and

THAT the Acting City Secretary is authorized and directed to assume and perform any duties attendant to the position of City Secretary imposed by applicable federal, state, or local law; and

THAT the City Manager is directed to make any changes to the municipal budget and such other matters necessary as a result hereof; and

THAT the Mayor of the City of Lubbock shall be authorized to execute any related documents in connection with the assumption of the additional duties by Paz as Acting City Secretary.

Passed by the City Council this _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney