City of Lubbock, Texas Regular City Council Meeting September 12, 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 Courtney Paz, City Secretary

http://www.mylubbock.us

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

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

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

11:00 a.m. - City Council convenes in City Council Chambers in Open Session, and immediately recesses into Executive Session.

- 1. **Executive Session**
- 1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
- 1. 1. Settlement offer for Claim No. 22-C-121
- 1. 2. 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. 2. 1. City Attorney
- 1. 2. City Manager
- 1. 2. 3. City Secretary

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

Adjourn from Executive Session

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

- 2. Ceremonial Items
- 2. 1. Invocation
- 2. 2. Pledges of Allegiance

Call to Order

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 12, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

4. **Minutes**

- July 18, 2023 Special City Council Meeting Electric Utility Board July 31, 2023 Special City Council Meeting - Budget Work Session August 1, 2023 Special City Council Meeting - Budget Work Session August 8, 2023 Regular City Council Meeting
- 5. Consent Agenda Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.
- 5. 1. **Budget Ordinance Amendment 2nd Reading Finance:** Consider Budget Ordinance No. 2023-O0095, Amendment 32, Amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.

- 5. 2. **Budget Ordinance Amendment 2nd Reading Finance:** Consider Budget Ordinance No. 2023-O0107, Amendment 34, Amending the FY 2022-23 Budget for municipal purposes respecting the Public Safety Capital Projects Fund; providing for filing; and providing for a savings clause.
- 5. 2. 1. **Resolution Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Contract 17449, with Lee Lewis Construction, Inc., for the construction of Fire Station 20 located at 3210 142nd Street.
- 5. 3. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 31, Amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.
- 5. 4. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 33, amending the FY 2022-23 Budget for municipal purposes respecting the Civic Centers Fund; providing for filing; and providing for a savings clause.
- 5. 5. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 36, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Federal Transit Administration; providing for filing; and providing for a savings clause.
- 5. 6. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 37, Amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.
- 5. 7. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0096, the Sixteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.
- 5. 8. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0097, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 9. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0098, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

- 5. 10. Ordinance 2nd Reading Finance: Consider Ordinance No. 2023-O0099, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 11. Ordinance 2nd Reading Finance: Consider Ordinance No. 2023-O0100, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 12. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0101, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 13. Ordinance 2nd Reading Finance: Consider Ordinance No. 2023-O0102, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 14. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0103, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
- 5. 15. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0104, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and

providing for the collection of the assessment.

- 5. 16. **Resolutions Finance:** Consider four resolutions authorizing the Mayor to execute Contract 17361 with Premier Waterworks, Inc., Contract 17508 with Core and Main, LP, Contract 17507 with Ferguson Enterprises, Inc., and Contract 17509 with O'Tool Plastic Pipe, Inc., for water inventory items.
- 5. 17. **Resolution Business Development:** Consider a resolution accepting a Special Warranty Deed for real property located at various tracts within the Bell Farms Public Improvement District as described on the exhibits to the Special Warranty Deed, granted to the City of Lubbock on behalf of the Bell Farms Public Improvement District by Betenbough Homes, LLC.
- 5. 18. **Resolution Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mackenzie Village Shopping Center, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
- 5. 19. **Resolution Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Those Iowa Girls Antiques, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
- 5. 20. **Resolution Risk Management:** Consider a resolution authorizing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include terrorism, with the insurers as yet to be determined, for which the premium shall not exceed a rate of \$0.1333 per \$100.
- 5. 21. **Ordinance 1st Reading Right-of-Way:** Consider an ordinance abandoning and closing a portion of alley right-of-way located in Block 101, Original Town of Lubbock, Lubbock County, Texas, dedicated by map, plat and/or dedication deed recorded in Volume 5, Page 384 of the deed records of Lubbock County, Texas; and abandoning and closing three (3) overhead utility easements and three (3) underground utility easements also located in Block 101, Original Town of Lubbock, Lubbock County, Texas.
- 5. 22. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, and all related documents, from South Plains Electric Cooperative, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, as described under County Clerk File No. 2016011116 of the Official Public Records of Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities, and other public purposes.

- 5. 23. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, and all related documents, from Double W Development, LLC, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Street Project.
- 5. 24. **Resolution Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 16917, by and between the City of Lubbock and Lone Star Dirt and Paving, Ltd., for Erskine Street Reconstruction Projects.
- 5. 25. **Resolution Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17314, by and between the City of Lubbock and Freese and Nichols, Inc., for the Mackenzie Park Dam Evaluation and Restoration.
- 5. 26. **Resolution Engineering:** Consider a resolution receiving the Semi-Annual Report from the Capital Improvements Advisory Committee (CIAC), regarding the progress and implementation of the Impact Fee Program.
- 5. 27. **Ordinance 1st Reading Water Utilities:** Consider an ordinance amending Article 22.03 of the Code of Ordinances of the City of Lubbock, by adding Section 22.03.098, to provide a definition of governmental agencies and subdivisions.
- 5. 28. **Ordinance 1st Reading Water Utilities:** Consider an ordinance amending Article 22.03.091 of the Code of Ordinances of the City of Lubbock, by deleting Section 22.03.091(h), which removes a special wholesale water rate for the Lubbock Reese Redevelopment Authority.
- 5. 29. **Resolution Public Works Streets:** Consider a resolution authorizing the Mayor to execute Contract 17505, with West Texas Paving, for the repair of failed paved areas on 82nd Street between Slide Road and Milwaukee Avenue.
- 5. 30. **Resolution Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract 17398, and all related documents, by and between the City of Lubbock and Initium Health, for a Community Health Assessment and Community Health Improvement Plan.
- 5. 31. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000780500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers (CHW), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

- 5. 32. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500003, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide Treatment for Youth (TRY) funding, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.
- 5. 33. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No, 3, and all related documents, to the Health and Human Services Commission Contract No. HHS000779500004, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment for Females (TRF), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.
- 5. 34. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500006, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, under the Co-occurring Psychiatric and Substance Use Disorders (COPSD), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.
- 5. 35. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS0007795500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment of Adults (TRA), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.
- 5. 36. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS001081400001, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Programs (SA/Prevention), to provide funding for the Substance Abuse Prevention Program, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.
- 5. 37. **Resolution Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500001, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Administration Substance Use Disorder Services (ADMIN) grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.
- 5. 38. **Resolution Public Transit Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Service Agreement dated March 9, 2021, by and between the City of Lubbock and SPARE Labs, Inc., to allow Citibus to use non-dedicated fleets or third party providers through a SPARE Open Fleets integration.

- 5. 39. **Resolution Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Transit System Management Contract, and all related documents, by and between the City of Lubbock and RATP Dev USA, Inc., to manage and operate the public transportation system owned by the City of Lubbock.
- 5. 40. **Resolution Public Transit Services:** Consider a resolution authorizing the Mayor to execute FY 2024 Section 5307 Grant, TxDOT URB 2403 (05), Project ID 51309030524, with the Texas Department of Transportation for operating assistance for Citibus.
- 5. 41. **Resolution Parks and Recreation:** Consider a resolution authorizing the City Council to reject any and all bids received for the Citizen's Tower Landscape Maintenance Project.
- 5. 42. **Resolution Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33100048, with Dell Marketing LP, for the purchase of Dell Power Scale Data Storage systems to replace existing data storage infrastructure and provide additional data storage capacity.
- 5. 43. **Resolution Police:** Consider a resolution authorizing the Mayor to execute an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award under the FY2023 Edward Byrne Memorial Justice Grant Program, to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.
- 5. 44. **Resolution Police:** Consider a resolution authorizing the City Manager, to apply for and execute an agreement with the State of Texas, Rifle-Resistant Body Armor Grant Program, to fund rifle resistant body armor for the Lubbock Police Department.
- 5. 45. **Resolution Lubbock Power & Light:** Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute that certain Sixth Amendment to Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc. (TMG) for the Statement of Work (SOW) to identify and display initial analysis of production issues reported to TMG.
- 5. 46. **Resolution Lubbock Power & Light:** Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2023.
- 5. 47. Ordinance 2nd Reading Planning (District 2): Consider Ordinance No. 2023-O0105, for Zone Case 3486, a request of Core States Group for Ramona Prater and Estate of Charles Prater, for a zone change from Transition District (T) to Commercial District (C-4), at 11213 University Avenue, located north of 114th Street and east of University Avenue, on 2.852 acres of unplatted land out of Block E, Section 10.

5. 48. Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O0106, for Zone Case 3257-P, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use for Reduced Setbacks to Single-Family District (R-1) Specific Use for Townhouse/Garden Home, generally located west of Elgin Avenue and south of 137th Street, on 3 acres of unplatted land out of Block AK, Section 1.

6. **Regular Agenda**

- 6. 1. **Resolution Planning:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement with the Lubbock Economic Development Alliance, Inc, for the requested annexation of an area of land generally described as 411 acres north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.
- 6. 2. **Public Hearing Planning:** Hold a public hearing and consider an ordinance for a request for annexation, from the Lubbock Economic Development Alliance, Inc., to annex an area of approximately 411 acres, adjacent to the eastern city limits of the City of Lubbock, north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.
- 6. 3. Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-00108, approving and adopting a budget for Fiscal Year 2023-24; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2023-24 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 4.02.041 of the Code of Ordinances amending animal service fees as contained therein; amending section 22.03.084 of the Code of Ordinances amending the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances amending the water volume rate as contained therein; amending section 22.03.095 of the Code of Ordinances by revising the water utility reconnect and disconnect fees as contained therein; amending section 22.04.133(A) of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by adding a weekend dumping fee as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(A) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing a penalty; providing for publication; and providing for a savings clause.

- 6. 4. **Resolution Finance:** Consider a resolution ratifying the adoption of the FY 2023-24 Budget that raises more tax revenue than was generated the previous year.
- 6. 5. **Ordinance 2nd Reading Finance:** Consider Ordinance No. 2023-O0109, setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2023; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.
- 6. 6. **Resolution Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2023-24 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.
- 6. 7. **Resolution Finance:** Consider a resolution 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, as adopted by Resolution No. 5089.



Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

Item Summary		
Fiscal Impact		
Staff/Board Recommending		
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Attachments

No file(s) attached.



Information

Agenda Item

July 18, 2023 Special City Council Meeting - Electric Utility Board July 31, 2023 Special City Council Meeting - Budget Work Session August 1, 2023 Special City Council Meeting - Budget Work Session August 8, 2023 Regular City Council Meeting

Item Summary

July 18, 2023 Special City Council Meeting - Electric Utility Board July 31, 2023 Special City Council Meeting - Budget Work Session August 1, 2023 Special City Council Meeting - Budget Work Session August 8, 2023 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

7.18.2023 S EUB 7.31.2023 S Budget Work Session 8.1.2023 S Budget Work Session 8.8.2023

CITY OF LUBBOCK SPECIAL CITY COUNCIL MEETING July 18, 2023 11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 18th of July, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:01 A.M. CITY COUNCIL CONVENED

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

Present: Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; City Manager W. Jarrett Atkinson; City

Secretary Courtney Paz; City Attorney Chad Weaver

Absent: Mayor Tray Payne; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson

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

- Public Comment 1.1; and Executive Session
- No quorum, of City Council, was present for all other items.

1. PUBLIC COMMENT

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

Sign ups:

• Blake Vineyard, West Texas Deputy Regional Director for Senator Ted Cruz, appeared before the Electric Utility Board to speak on an unspecified agenda item. Mr. Vineyard expressed his excitement to be present on behalf of Senator Cruz and thanked the City of Lubbock for their hard work.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:04 a.m. under the provisions of Section 551, Texas Government Code. City Council lost quorum during Executive Session and adjourned at 11:51 a.m.

- **2. 1.** Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
- **2.1.1.** Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
- **2. 1. 1.** Discuss and deliberate issues regarding generation unit operating characteristics and outage scheduling.
- **2. 1. 2.** Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
- **2. 1. 2. 1.** Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
- **2. 1. 3.** Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
- **2.1.3.1.** Discuss and deliberate purchased power agreements and fuel matters.
- **2.1.4.** Risk management information, contracts, and strategies, including fuel hedging and storage.
- **2. 1. 4. 1.** Discuss and deliberate risk management strategies.
- **2. 1. 5.** Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).
- **2. 1. 5. 1.** Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.
- **2. 1. 6.** Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
- 2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the City Council and the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

- **2. 2. 1.** Legal issues regarding contract(s), including purchase orders, herein listed on the agenda.
- **2. 2. 2.** Legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this agenda.
- **2. 2. 3.** Legal advice and counsel regarding purchased power agreements.
- **2. 2. 4.** Legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards.
- **2. 2. 5.** Southwestern Public Service Company Revisions to Partial Requirements Agreement to Reflect Settlement Agreement with Lubbock Power & Light, Docket No. ER23-1144-000, proceeding before the Federal Energy Regulatory Commission ("FERC").
- **2. 2. 6.** Claims related to property damage occurring on or about September 17, 2021, and October 19, 2021, and business interruption beginning on or about September 17, 2021.
- **2. 2. 7.** Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657.
- **2. 2. 8.** *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma.
- **2. 2. 9.** *Rachel Madrid et al. v. William Moon and the City of Lubbock*, Cause No. CC-2023-CV-0355, proceeding in the County Court at Law No. 3, Lubbock County, Texas.
- **2. 3.** Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer and General Counsel).

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

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on June 20, 2023, Special Board Meeting on July 6, 2023, and Special Board Meeting on July 10, 2023.

*This item was deleted.

3. 2. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events,

outage and restoration efforts, grid matters, Electric Reliability Council of Texas ("ERCOT") matters and committee participation, staffing levels, personnel, regulatory matters, including proceedings regarding the pro forma tariff, training, cybersecurity, mutual aid agreement, and operational performance metrics.

*This item was deleted.

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

*This item was deleted.

3. 4. Presentation and discussion by the LP&L Chief Administrative Officer, or his designee, regarding updates on legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same.

*This item was deleted.

3. 5. Presentation and discussion regarding American Public Power Association National Conference held on June 16-21, 2023.

*This item was deleted.

3. 6. Discuss and the Board will take action on the Fiscal Year 2023-24 Delivery Service Tariff (including delivery rates and discretionary rates and fees), and recommend approval of same to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

*This item was deleted.

3. 7. Discuss and the Board will take action on Lubbock Power & Light's Customer Protection Rules to be effective upon Lubbock Power & Light's entry into retail competition, and delegating authority to the LP&L Chief Administrative Officer to modify same.

*This item was deleted.

3. 8. Discuss and the Board will take action on the Lubbock Power & Light FY 2023-24 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

*This item was deleted.

3. 9. Discuss and the Board will take action on the Fiscal Year 2023-24 Electric Rate/Tariff Schedule and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas applicable until LP&L's entry into retail competition.

*This item was deleted.

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing LP&L's outside counsel to execute that certain Settlement Agreement and Release of all Claims by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Rachel Madrid regarding Rachel Madrid's claims alleged in *Madrid et al. v. Moon, et al.*, Cause No. CC-2023-CV-0355, proceeding in the County Court at Law Number 3 of Lubbock County, Texas.

*This item was deleted.

4. 2. The Board will consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute that certain Amendment One to Ordering Document Number US-10368397, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Oracle America, Inc., regarding services to establish a market transaction manager solution that integrates with ERCOT for purposes of LP&L's entry into retail competition. The Amendment One addresses extended services due to the delay of entering the market and increases the contract price by \$900,000, for a total fixed fee of \$9,275,000.00.

*This item was deleted.

11:51 A.M. CITY COUNCIL ADJOURNED

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

The July 18, 2023 Special City Council Meeting minutes were approved by the City Council on the 12th day of September, 2023.

	TRAY PAYNE, MAYOR	
TTEST:		
ourtney Paz. City Secretary		

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

CITY OF LUBBOCK SPECIAL CITY COUNCIL MEETING July 31, 2023 2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 31st of July, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

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

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

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

• 1.1

- 1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
- 1. 1. Presentation and discussion of the Proposed FY 2023-24 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the proposed FY 2023-24 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to: FY 2022-23 year report, FY 2023-24 executive overview, investments in employees and workforce, FY 2024 all funding and all expenses summary, excess reserves, property tax, sales tax, debt and investments, and a general fund overview for the City Attorney, City Council, City Manager, City Secretary, Facilities, Finance, Human Resources, Internal Audit, Non-Departmental, Communications and Marketing, 311, Building Safety, Code Enforcement, Environmental Health and Vector Control, Planning, Libraries, Museums, Parks and Recreation, Engineering, Solid Waste, Streets, Traffic, Animal Services, Lubbock Fire Rescue, Municipal Court, Lubbock Police, and Public Health.

City Council gave direction to the city manager to assess the following: to calculate a 4% cost of living adjustment for non-civil service employees; to show the allocation of the salary from the proposed elimination of an assistant city manager position; and to calculate the effects on the budget for an additional animal services position, an additional code enforcement officer position, and for

a public health disease intervention specialist position.

Mr. Atkinson continued to present on general capital projects, including, American Rescue Plan Act (ARPA) funds, administrative services, culture and recreation, public safety, public works, and traffic and solid waste; and enterprise funds, which included Water and Wastewater.

Joe Jimenez, financial planning & analysis manager for LP&L, gave a presentation on the proposed FY 2023-24 Operating Budget and Capital Program for Lubbock Power & Light and answered questions from City Council. Discussion included, but was not limited to, the LP&L revenue and expense summary and the rate model.

Mr. Atkinson continued presenting on enterprise funds, which included, Storm Water, Lake Alan Henry, Lubbock Preston Smith International Airport, Citibus, Lubbock Cemetery, and Lubbock Memorial Civic Center. Mr. Atkinson further presented on internal service funds, including, Fleet Services, Health Benefits, Information Technology, GIS & Data Services, Telecom, Radio Shop, Investment Pool, Print Shop, the Warehouse, Risk Management, and the internal service capital improvement program; and special revenue funds, including, tax increment financing zones, Community Development, economic development, and gateway streets.

6:04 P.M. CITY COUNCIL ADJOURNED

Courtney Paz, City Secretary

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

The July 31, 2023 Special City Council Meeti of September, 2023.	ng minutes were approved by the City Council on the 12th da	У
	TRAY PAYNE, MAYOR	
ATTEST:		

CITY OF LUBBOCK SPECIAL CITY COUNCIL MEETING August 1, 2023 2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 1st of August, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

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

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

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

• 1.1

- 1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
- 1. 1. Presentation and discussion of the Proposed FY 2023-24 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the proposed FY 2023-24 Operating Budget and answered questions from City Council. Discussion included, but was not limited to, the hotel occupancy tax fund and non-major special revenue funds.

John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., gave a presentation on the proposed FY 2023-24 Operating Budget for LEDA, Market Lubbock, Inc., Visit Lubbock, and the Lubbock Sports Authority, and answered questions from City Council.

Lindley Herring, secretary/treasurer for Civic Lubbock Inc. Board of Directors, gave a presentation on the proposed FY 2023-24 Operating Budget for Civic Lubbock, Inc. and answered questions from City Council.

Mr. Atkinson gave staff updates on the following topics: 2023 street maintenance program; 2024 proposed street maintenance program; updates on tax notes taken out to replace the master lease

program; remaining mileage of dirt streets; North and East Lubbock Neighborhood infrastructure program; and plans to report back at the August 8, 2023 regular city council meeting work session on employee compensation, additional employment positions, and property tax rates.

2:38 P.M. CITY COUNCIL ADJOURNED

There being no further busing	ness to come before Council, Mayor Payne adjourned the meeting.
The August 1, 2023 Special City Cour of September, 2023.	ncil Meeting minutes were approved by the City Council on the 12th day
ATTEST:	TRAY PAYNE, MAYOR
Courtney Paz, City Secretary	

CITY OF LUBBOCK REGULAR CITY COUNCIL MEETING August 8, 2023 1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of August, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Mark W. McBrayer; Council

Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz;

City Attorney Chad Weaver

Absent: Council Member Steve Massengale

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

• Citizen Comments 1; 2.1; Executive Session; 4.1-4.2; Citizen Comments 5; 6.1; 7.1-7.6; 7.8-7.20; 7.7; and 8.1-8.2.

• Item No. 7.7 failed.

1. Citizen Comments - Any citizen wishing to address the City Council in person, regarding 2.1., as posted on the City Council Work Session, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on August 8, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

2. 1. Presentation and discussion of the Proposed FY 2023-24 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2023-24 Operating Budget and Capital Program and answered questions from City Council. Topics discussed included: updates to the proposed property tax rate, sales tax, property tax rates and sales tax revenue as compared to other cities in Texas, the effects on the budget for a 3.75% cost of living adjustment for non-civil service employees, unpaved roads summary, and the proposed addition of an animal services position, the addition of a code enforcement officer position, and the

addition of a public health disease intervention specialist position.

City Council gave direction to the city manager to review and report back on increasing the cost of living adjustment for non-civil service employees to 4%.

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

3. Executive Session

The meeting recessed at 1:29 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:00 p.m., and the meeting was called to order at 2:03 p.m.

- **3. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
- **3.1.** 1. City of Lubbock, Texas v. Elk City Wind II, LLC, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma
- **3. 2.** 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:
- **3. 2. 1.** City Attorney
- **3. 2.** City Manager
- **3. 2. 3.** City Secretary

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

City Council reconvened at 2:00 p.m.

4. Ceremonial Items

4.1. Invocation

Volunteer Fire Chaplain, Lynn Smith, with Lubbock Fire Rescue led the invocation.

4. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 2:03 p.m.

5. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 8, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Tracey Sanders; and Rachel Ure, submitted written citizen comments in opposition of item 7.7 (an ordinance abandoning and closing portions of alley right-of-way abutting Lots 8 and 9, Terra Estates Addition).
- Craig Brummett; Jean Anne Stratton; Kyle Jones; Pat Lox; Lesley Montandon; Chad Montandon; Jack Becker; Vanessa Baker Houtchens; and Misti Jones, appeared before city council to speak in opposition of item 7.7 (an ordinance abandoning and closing portions of alley right-of-way abutting Lots 8 and 9, Terra Estates Addition).

6. Minutes

6. 1. June 20, 2023 Special City Council Meeting - Electric Utility Board July 11, 2023 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve the June 20, 2023 Special City Council Meeting - Electric Utility Board minutes; and the July 11, 2023 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve items 7.1-7.6 and 7.8-7.20.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

- **7.1. Budget Ordinance Amendment 2nd Reading City Council:** Ordinance No. 2023-O0088, Amendment 26, amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Projects Fund for parks improvements; providing for filing; and providing for a savings clause.
- **7.1. 1. Resolution Parks and Recreation:** Resolution No. 2023-R0374 authorizing the Mayor to execute Purchase Orders 10026614, 10026616 and 10026617, for new splash pads and playgrounds at Mae Simmons Park and Rodgers Park, and a new splash pad at Maxey Park.
- **7. 2. Budget Ordinance Amendment 2nd Reading Finance:** Ordinance No. 2023-O0089, Amendment 27, amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.
- **7. 3.** Budget Ordinance Amendment 2nd Reading Finance: Ordinance No. 2023-O0090, Amendment 28, amending the FY 2022-23 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance, Market Lubbock, Inc., Visit Lubbock, and Lubbock Sports Authority; providing for filing; and providing for a savings clause.
- **7. 4. Budget Ordinance Amendment 1st Reading Finance:** Ordinance No. 2023-O0093, Amendment 29, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.
- **7.5. Budget Ordinance Amendment 1st Reading Finance:** Ordinance No. 2023-O0094, Amendment 30, 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.
- **Resolution Business Development:** Resolution No. 2023-R0375 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Real Estate Purchase and Sale Agreement, for the purchase of certain real property located in Section 5, Block A, Clerk File Number 2007001225, Lubbock County, owned by Market Lubbock, Inc.
- **7.7. Ordinance 1st Reading Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way abutting Lots 8 and 9, Terra Estates Addition to the City of Lubbock, Lubbock County, Texas.

This item failed.

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

Motion by Council Member Mark W. McBrayer, seconded by Mayor Pro Tem Shelia Patterson Harris, to approve this item.

Vote: 0 - 6 Failed

NAY: Mayor Tray Payne

Mayor Pro Tem Shelia Patterson Harris

Council Member Latrelle Joy

Council Member Christy Martinez-Garcia

Council Member Mark W. McBrayer

Council Member Dr. Jennifer Wilson

Other: Council Member Steve Massengale (ABSENT)

- **7. 8. Resolution Right-of-Way:** Resolution No. 2023-R0376 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Triple J Concepts, LLC.
- **7. 9. Resolution Engineering:** Resolution No. 2023-R0377 authorizing the Mayor to execute Amendment No. 2 to Contract 14966, with Garver, LLC, for North Water Treatment Plant Ground Storage Construction Phase Services.
- **7. 10. Resolution Engineering:** Resolution No. 2023-R0378 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, an Advanced Funding Agreement, Contract No.17514, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation, for a surface transportation program project for Upland Avenue from 66th Street to 82nd Street.
- **7.11. Resolution Engineering:** Resolution No. 2023-R0379 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Amendment No. 5 to Professional Service Agreement Contract 14034, for engineering services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc.
- 7. 12. Resolution Public Health Services: Resolution No. 2023-R0380 authorizing the Mayor to execute a No-Cost Extension Amendment, and all related documents, related to Federal Award Number 6 NU58DP007289-01-03, "A Collaborative Approach to Addressing the Social Determinants of Health in West Texas," by and between the City of Lubbock and the United States Department of Health and Human Services, acting by and through the Center for Disease Control and Prevention.
- **7. 13. Resolution Public Health Services:** Resolution No. 2023-R0381 authorizing the Mayor to execute Contract 17360, a Revenue Cycle Management Consulting Services Agreement, and all related documents, by and between the City of Lubbock and Moxie Healthcare Solutions LTD.

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

7. 14. Resolution - Aviation: Resolution No. 2023-R0382 approving and ratifying the acts of the Deputy City Manager, in executing Airport Infrastructure Grant Project No. 3-48-0138-056-2023, and all related documents, by and between the City of Lubbock and the United States of America, acting through the Federal Aviation Administration (FAA) for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at Lubbock Preston

Smith International Airport.

- **7. 15. Resolution Aviation:** Resolution No. 2023-R0383 authorizing the Mayor to execute Amendment No. 7 to Contract 15310, with Parkhill, for professional architectural/engineering services for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project, at Lubbock Preston Smith International Airport.
- **7. 16. Resolution Aviation:** Resolution No. 2023-R0384 authorizing the Mayor to execute Change Order No.1 to Contract 16553, with Interstate Sealant & Concrete, Inc., for the LBB Airfield-Wide Joint Seal Project at Lubbock Preston Smith International Airport.
- **7.17. Resolution Aviation:** Resolution No. 2023-R0385 authorizing the Mayor to execute Amendment No.14 to Contract 15200, with RS&H, Inc., for the professional architectural/engineering services for the Security Systems Upgrade at Lubbock Preston Smith International Airport.
- **7. 18. Resolution Fleet Services:** Resolution No. 2023-R0386 authorizing the Mayor to execute Purchase Order 31075584, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of four, 3/4-Ton Pickup Trucks.
- **7. 19. Resolution City Manager:** Resolution No. 2023-R0387 authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of State right-of-way during the 2023 United Supermarkets Lubbock Marathon.
- **7. 20.** Ordinance 2nd Reading Planning (District 6): Ordinance No. 2023-O0092, for Zone Case 3143-A, a request of West Texas Engineering, LLC for Tigris Development, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2), at 3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue, Elm Park Addition, Tract K.
- 8. Regular Agenda
- **8.1. Resolution Finance:** Resolution No. 2023-R0388 adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to approve Resolution No. 2023-R0388, setting the date of the public hearing on the proposed tax rate on September 5, 2023, at 2:00 p.m. in City Council Chambers, located at 1314 Avenue K, Lubbock, Texas.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

8. 2. Ordinance 2nd Reading - Planning (District 4): Ordinance No. 2023-O0091, for Zone Case 2161-L, a request of Hub City Capital, LLC for G Greenstreet, Inc., for a zone change from Garden Office District (GO) to General Retail District (C-3), at 8902 University Avenue, located west of University Avenue and south of 89th Street, Summerfield Addition, North 119 feet of Tract E.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Shelia Patterson Harris, to approve Ordinance No. 2023-O0091.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

2:45 P.M. CITY COUNCIL ADJOURNED

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

The August 8, 2023 Regular City Council Meeting minutes were approved by the City Council on the 12thday of September, 2023.

	TRAY PAYNE, MAYOR	
ATTEST:		
Courtney Paz, City Secretary	_	



Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2023-O0095, Amendment 32, Amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.

Item Summary

On August 22, 2023, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92828, Quaker Avenue from 146th Street to Woodrow Road, and appropriate funding in the amount of \$165,153, from \$1,109,697 to \$1,274,850. Funding will be from the fund balance of the General Fund.

The bid from Quick Stripe for Capital Project 92828, Quaker Avenue, from 146th Street to Woodrow Road, came in at the amount of \$4,249,500. This will increase the City's share from \$1,109,697 to \$1,274,850, a difference of \$165,153, that will require additional funding.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 32

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREET CAPITAL PROJECTS FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #32) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92828, Quaker Ave. From 146th Street to Woodrow Road, and appropriate funding in the amount of \$165,153, from \$1,109,697 to \$1,274,850. Funding will be from the General Fund fund balance.

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 r	eading on
Passed by the City Council on secon	nd reading on
	TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz City Secretary

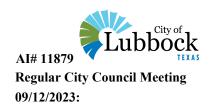
APPROVED AS TO CONTENT:

D. Blu Kostelich Chief Financial Officer

APPROVED AS TO FORM:

Amy Sints
Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend32.ord August 17, 2023



Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2023-O0107, Amendment 34, Amending the FY 2022-23 Budget for municipal purposes respecting the Public Safety Capital Projects Fund; providing for filing; and providing for a savings clause.

Item Summary

On September 5, 2023, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92711, Fire Station 20, and appropriate funding in the amount of \$3,000,000, from \$7,645,000 to \$10,645,000. Funding will be from Tax Notes.

Capital Improvement Project 92711, Fire Station 20, was initially allocated a budget of \$493.77 per square foot. However, due to open requisition process receiving only one sole bid, the cost per square foot escalated to \$748.98, representing an overage of 51.6% against the original budget. Following negotiations, Lubbock Fire Rescue successfully reached a consensus, resulting in a finalized cost of \$600 per square foot. This resolution, however, produced a budgetary gap of \$2.1 million that warrants consideration.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 34

ORDINANCE NO.	
ORDINANCE NO.	

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PUBLIC SAFETY CAPITAL PROJECTS FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #34) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92711, Fire Station 20, and appropriate funding in the amount of \$3,000,000, from \$7,645,000 to \$10,645,000. Funding will be from Tax Notes.
- 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 seco	nd reading on
	TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Deputy City Attorney

ccdocsII/BudgetFY22-23,Amend34,ord August 23, 2023



Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Contract 17449, with Lee Lewis Construction, Inc., for the construction of Fire Station 20 located at 3210 142nd Street.

Item Summary

RFP 23-17449-KM.

This contract is for the construction of a 15,483 sq. ft. Fire Station located at 3210 142nd in south Lubbock to serve the active business and residential development in that area.

Proposals for the project were obtained using the competitive sealed proposal procedure prescribed by Texas Local Government Code, Sections 252.043 (e) and 271.116. Using the competitive sealed proposal procedures helps local governments attract contractors who otherwise would not have had an interest in participating on the basis of low bid and gives the City the ability to bring the project in within budget with the contractor who offers the best value.

Proposals were solicited with a single firm responding back with a sealed proposal. This general contractor submitted a proposal and was evaluated and ranked in relation to the published selection criteria pursuant to Texas Local Government Code, Section 271.116(d). This firm is from Lubbock, Texas.

The proposal was evaluated using the following criteria: Price (60%), Contractor Qualifications (20%), Safety Record (10%) and Construction Time (10%). After the proposal was evaluated, the following ranking was obtained: 1.) Lee Lewis, Lubbock, Texas. Time for completion is 400 consecutive calendar days and liquidated damages are \$500 per calendar day.

Texas Local Government Code, Section 271.116(f) requires the City to select the offeror that offers the best value based on published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to considering price alone, and considers other factors stated in the selection criteria. The City and its engineer or architect may discuss with the selected offeror options for a scope or time modification. Staff and Evaluation committee recommends award to the most qualified proposer, Lee Lewis Construction, Inc. of Lubbock Texas for \$9,289,800 and with 400 consecutive days for final completion.

Fiscal Impact

\$10,645,000 is approved in Capital Improvement Project 92711 Fire Station 20 with \$9,289,800 available for this purpose.

Staff/Board Recommending

Attachments

Resolution

Proposal Contract

Budget Detail

NW Rendering

NE Rendering

Sta,20 Drawings

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, Contract No. 17449, as per RFP 23-17449-KM, for the construction of Fire Station #20, by and between the City of Lubbock and Lee Lewis Construction, Inc., 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.

Council	
Passed by the City Council	on
	TRAY PAYNE, MAYOR
	TRATTATRE, MATOR
ATTEST:	
Courtney Paz, City Secretary	
Courties 1 az, City Secretary	
APPROVED AS TO CONTENT:	
Shan Jer	
Shaun Fogerson, Fire Rescue Chief	
Shadin i ogorson, y ny nesede emer	
APPROVED AS TO FORM:	
0 1	
11 20	

RES.Contract No. 17449, Lee Lewis – Fire Station 20 8.11.23

Kyan Brooke, Senior Assistant City Attorney

PROPOSAL SUBMITTAL FORM **LUMP SUM PROPOSAL CONTRACT**

	DATE: 07-31-2023		
	PROJECT NUMBER: RFP 23-17449-KM Constru	ction of Fi	re Station #20
	Proposal of Lee Lewis Construction Inc called Offeror)		(hereinafter
	To the Honorable Mayor and City Council City of Lu	bbock, Tex	as (hereinafter called Owner)
	Ladies and Gentlemen:		
1	The Offeror, in compliance with your Request for Propagarefully examined the plans, specifications, instruction contract documents and the site of the intended was surrounding the construction of the intended project in intends to furnish all labor, materials, and supplies; an specifications and contract documents, within the time cover all expenses incurred in performing the work re-	ons to offer ork, and acluding the d to construct e set forth to	rors, notice to offerors and all other related being familiar with all of the conditions e availability of materials and labor, hereby act the project in accordance with the plans therein and at the price stated. The price to
PR	COPOSED CONSTRUCTION TIME:		
1.	Contractors proposed CONSTRUCTION TIME for o	completion	:
	TOTAL CONSECUTIVE CALENDAR DAYS:_	400	(to Substantial Completion)
	TOTAL CONSECUTIVE CALENDAR DAYS:_	415	(to Final Completion)
<u>(n</u>	ot to exceed 400 consecutive calendar days to Subs		

<u>(n</u> 5

Offeror 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 400 Consecutive Calendar Days with final completion within 415 Consecutive Calendar Days as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$500 for each consecutive calendar day after substantial completion and liquidated damages in the sum of \$500 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.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

City of Lubbock, TX Public Works RFP 23-17449-KM Construction of Fire Station #20

BAFO

Lee Lewis Construction, Inc. of Lubbock, TX

		QTY	U/M	Unit	Extended
#	Items	+/-	U/IVI	Price	Cost
Base	Bid				_
#1-1	Materials for the project specified	1	UM	\$ 5,573,880.00	\$ 5,573,880.00
#1-2	Labor for the project specified	1	UM	\$ 3,715,920.00	\$ 3,715,920.00
		Total	(Items 1-	1 through 1-12):	\$9,289,800.00

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

Σομαίο (Φ_	or a Proposal Bond in the sum
of 5% of bid amount Dollars	§
collected and retained by the Owner as liquida accepted by the Owner and the undersigned fa documents, insurance certificates, and the requten (10) business days after the date of receipt oproposal; other wise, said check or bond shall be demand.	Is to execute the necessary contract ired bond (if any) with the Owner within f written notification of acceptance of said
Offeror understands and agrees that the co and include all contract documents made availab the Notice to Offerors.	ntract to be executed by Offeror shall be bound e to him for his inspection in accordance with
Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.	Date: 07-31-2023 Authorized Signature Jason Smith - President
(Seal if Offeror is a Corporation) ATTEST:	(Printed or Typed Name) Lee Lewis Construction Company 7810 Orlando Ave Address
Secretary Offeror acknowledges receipt of the following add	Lubbock , Lubbock City, County enda: Texas , 79423
Addenda No. 1 Date 7-6-23 Addenda No. 2 Date 7-11-23 Addenda No. 3 Date 7-27-23 Addenda No. Date	State Zip Code Telephone: 806 - 797-8400 Fax: 806 - 797-8492 Email: jsmith@leelewis.com FEDERAL TAX ID or SOCIAL SE No. 75-1680801
NO THE NO.	

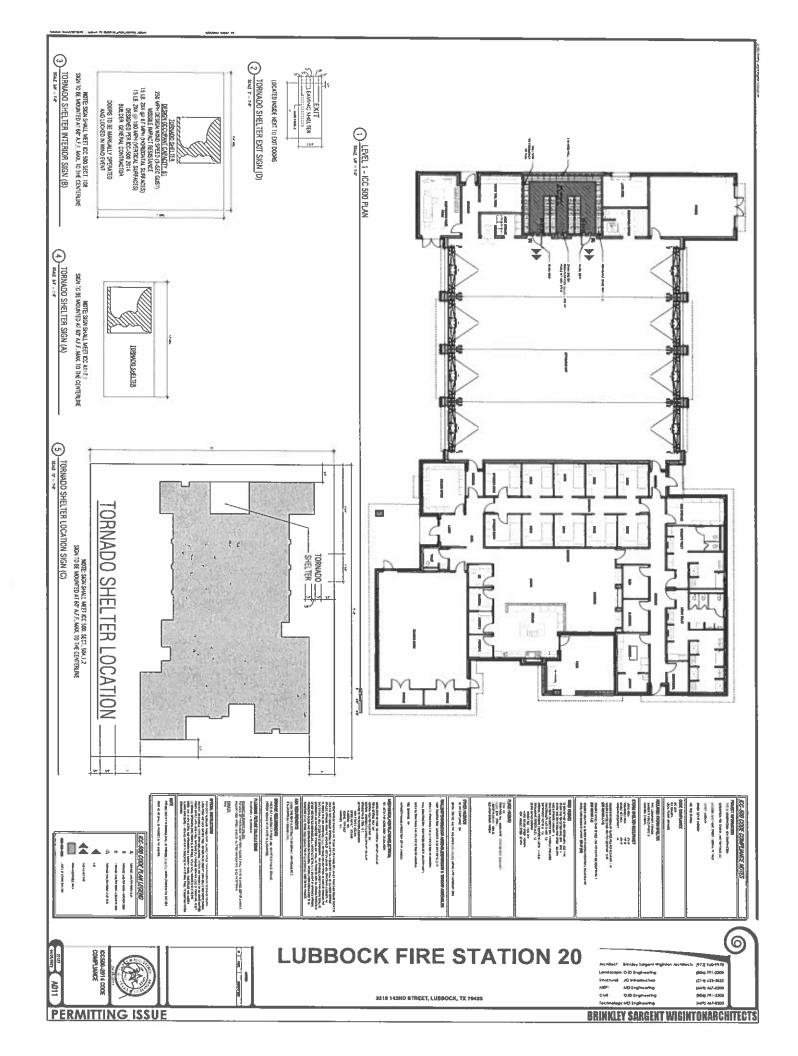
M/WBE Firm:	Woman	Black American	Native American	٦
	 Hispanic American	Asian Pacific American	Other (Specify)	٦

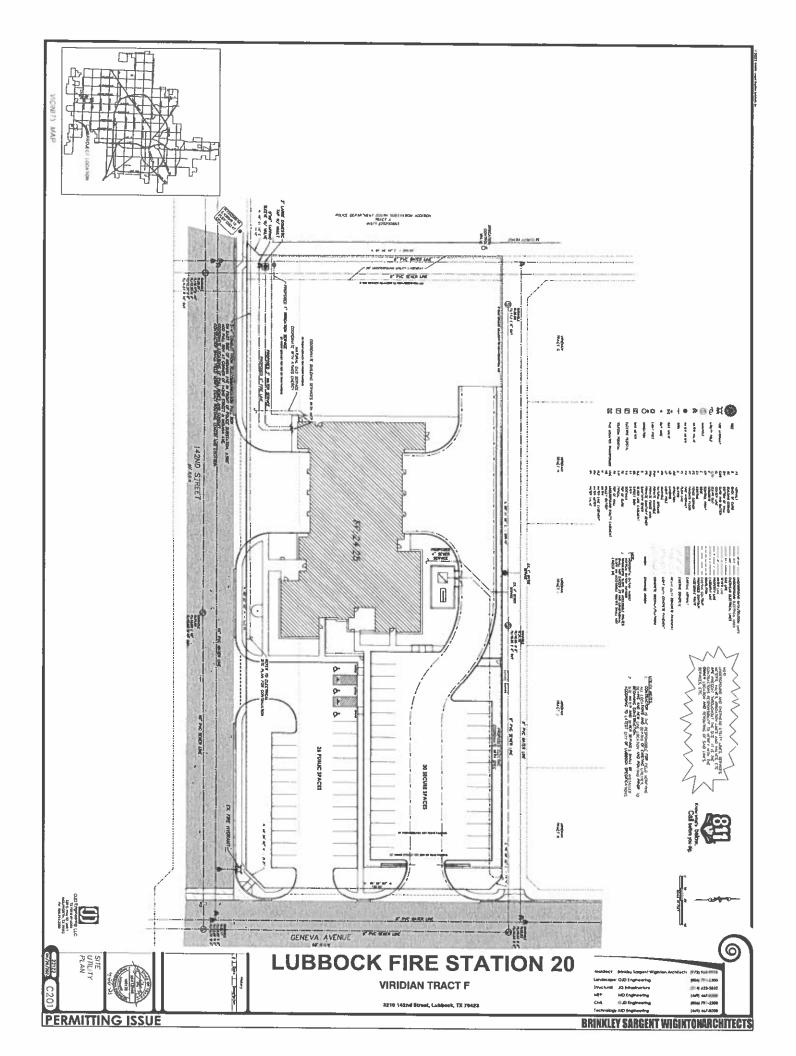
City of Lubbock, TX Capital Project Project Cost Detail September 12, 2023

Capital Project Number:	92711
Capital Project Name:	Fire Station 20
Encumbered/Expended	Budget
Design Contract 16038	\$473,607
Bid Cost	222
Agenda Items, September 12, 2023	
Contract 17449 Lee Lewis Construction	9,289,800
Encumbered/Expended To Date	9,763,629
Estimated Costs for Remaining Appropriation	
Furniture and Other Costs	881,371
Remaining Appropriation	881,371
Total Appropriation	\$10,645,000









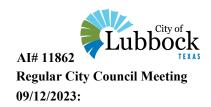


Purchasing and Contract Management

Project Summary RFP 23-17449-KM Construction of Fire Station #20

Notice was published in the Lubbock Avalanche Journal on July 2 & July 9, 2023 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 June 30 to July 31, 2023. 17 individuals attended the pre-proposal meeting.

- 47 vendors downloaded the documents using Bonfire.com.
- 21 vendors were notified separately.
- 1 vendor submitted a proposal.



Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 31, Amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$165,822.52 from the Texas Health and Human Services Commission for the Adult Treatment Grant.
- II. Accept and appropriate \$28,262.18 from the Texas Health and Human Services Commission for the Specialized Female Treatment Grant.
- III. Accept and appropriate \$934.64 from the Texas Health and Human Services Commission for the Co-Occurring Psychiatric and Substance Abuse Disorder Grant.
- IV. Accept and appropriate \$695.99 from the Texas Health and Human Services Commission for the Youth Treatment Grant.

These payments are considered revenue attributed to FY 2022. The FY 2022 Treatment payment is based on claims paid for the FY 2022 service period. These payments are to be used by the current Substance Use Disorder Treatment subcontractors.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #31

ORDINANCE NO.	
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AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #31) for municipal purposes, as follows:

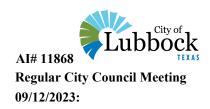
- I. Accept and appropriate \$165,822.52 from the Texas Health and Human Services Commission for the Adult Treatment Grant.
- II. Accept and appropriate \$28,262.18 from the Texas Health and Human Services Commission for the Specialized Female Treatment Grant.
- III. Accept and appropriate \$934.64 from the Texas Health and Human Services Commission for the Co-Occurring Psychiatric and Substance Abuse Disorder Grant.
- IV. Accept and appropriate \$695.99 from the Texas Health and Human Services Commission for the Youth Treatment Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first readi	ng on
Passed by the City Council on second re	ading on
	TRAY PAYNE, MAYOR
ATTEST:	
ATTEST.	
C	
Courtney Paz City Secretary	
APPROVED AS TO CONTENT:	
RXX	
D. Blu Kostelich	
Chief Financial Officer	
APPROVED AS TO FORM:	
Challeren for	
Amy Sims Deputy City Attorney	
ccdocsII/BudgetFY22-23.Amed31.ord August 14, 2023	



Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 33, amending the FY 2022-23 Budget for municipal purposes respecting the Civic Centers Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2022-23 Civic Center Operating Budget in the Civic Centers Fund by increasing the appropriation by \$215,000, from \$2,967,344 to \$3,182,344 for the Civic Center electric utility budget. Funding will be from the Civic Centers fund balance.

The Civic Center electric utility charge has a current budget of \$233,000, and the current amount expensed thus far is \$371,969, an overage of \$138,969. The additional appropriation allowed through this ordinance will bring the Civic Center overall budget from \$2,967,344 to \$3,182,344.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #33

ORDINANCE NO
AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CIVIC CENTERS FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE
WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and
WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds; and
WHEREAS, the City Council deems it advisable to change the FY 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 #33) for municipal purposes, as follows:
I. Amend the FY 2022-23 Civic Center Operating Budget in the Civic Centers Fund by increasing the appropriation by \$215,000, from \$2,967,344 to \$3,182,344 for the Civic Center electric utility budget. Funding will be from the Civic Centers fund balance.
SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuan 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:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich Chief Financial Officer

APPROVED AS TO FORM:

Amy sims Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend33.ord August 17, 2023



Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 36, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Federal Transit Administration; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$373,789 from the Federal Transit Administration for the FY 21 Section 5339 Bus & Bus Facilities Grant.
- II. Accept and appropriate \$358,256 from the Federal Transit Administration for the FY 22 Section 5339 Bus & Bus Facilities Grant

Neither of these 2 grants were included in the FY 2020-21 and FY 2021-22 budget process because they were enacted and approved after the fact. Both grants will be 100% federally funded and require no local match. Funding from these grants will be used to purchase 5 replacement ADA (Americans with Disabilities Act) Para Transit vehicles that will replace vehicles that have met or exceeded their expected useful life.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #36

ORDINANCI	E NO.	

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT 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 #36) for municipal purposes, as follows:

- I. Accept and appropriate \$373,789 from the Federal Transit Administration for the FY 21 Section 5339 Bus & Bus Facilities Grant.
- II. Accept and appropriate \$358,256 from the Federal Transit Administration for the FY 22 Section 5339 Bus & Bus Facilities Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first read	ling on
Passed by the City Council on second re	eading on
	TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

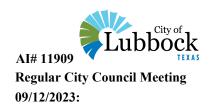
D. Blu Kostelich Chief Financial Officer

APPROVED AS TO FORM:

Amy Sime

Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend36.ord August 28, 2023



Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 37, Amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92854, Park Development, and appropriate funding in the amount of \$1,160,742.

The funds for this project are proceeds from the sale of designated park land for Loop 88. The proceeds from the sale are restricted to the development of new park land.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #37

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PARKS CAPITAL PROJECT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

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

I. Establish Capital Improvement Project 92854, Park Development, and appropriate funding in the amount of \$1,160,742.

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	
TD A V DA VNE MA VOD	

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Departy City Attorney

ccdocsII/BudgetFY22-23.Amend37.ord August 30, 2023



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0096, the Sixteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

Item Summary

On August 22, 2023, the City Council approved the first reading of the Sixteenth Supplemental Ordinance.

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-O0058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township PID. Supplemental Ordinances reviewing and updating the Plan and levying the assessment on property within the PID were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017, September 27, 2018, September 24, 2019, September 8, 2020, September 14, 2021, and September 13, 2022.

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

Fiscal Impact

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

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

ORDINANCE N	NO.

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

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

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-00058 (the "Assessment Ordinance") approving a Service and Assessment Plan (the "Plan") and Assessment Roll (the "Roll") and the levy of assessments on property in the District; and

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

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

WHEREAS, Supplemental Ordinances reviewing and updating the Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017; September 27, 2018; September 24, 2019; September 8, 2020, September 14, 2021, and September 13, 2022; and

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

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

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

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

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

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

O ODDEDED					
AND IT IS SO ORDERED.					
ng on					
ding on					
TRAY PAYNE, MAYOR					
-					

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord, Vintage PID Supplemental Assessment 2023 8-3-23

VINTAGE PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE 2023-24

AS APPROVED BY CITY COUNCIL ON: SEPTEMBER 8, 2023

PREPARED BY:

MUNICAP, INC.

— PUBLIC FINANCE —

VINTAGE PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2023-24

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A. Introduction

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

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2023-24.

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

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

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix C and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

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

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

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

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B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

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

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

Table B-1
Sources and Uses of Funds
Public Improvements

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

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

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

Table B-2
Improvement Project A
PID Sources and Uses of Funds
2008 – 2029

	Year	Year	
Sources of Funds	2008-2023	2024-2029	Total
Bond proceeds	\$2,193,000	\$0	\$2,193,000
Developer's contribution to Reserve Account	\$219,300	\$0	\$219,300
Developer's contribution to Prepayment Reserve Account	\$40,928	\$0	\$40,928
Other private funds	\$804,366	\$0	\$804,366
Total Sources of Funds	\$3,257,594	\$0	\$3,257,594
Uses of Funds			
Improvement project	\$2,920,808	\$0	\$2,920,808
Capitalized Interest Account	\$61,644	\$0	\$61,644
Collection Costs Account	\$14,914	\$0	\$14,914
Reserve Account	\$219,300	\$0	\$219,300
Prepayment Reserve Account	\$40,928	\$0	\$40,928
Total Uses of Funds	\$3,257,594	\$0	\$3,257,594

Table B-3
Improvement Project B
PID Sources and Uses of Funds
2008 – 2029

Sources of Funds	Year 2008-2023	Year 2024-2029	Total
Bond proceeds	\$1,279,000	\$0	\$1,279,000
Developer's contribution to Prepayment Reserve Account	\$23,870	\$0	\$23,870
Other private funds	\$833,286	\$0	\$833,286
Total Sources of Funds	\$2,136,156	\$0	\$2,136,156
Uses of Funds			
Improvement Project	\$1,828,466	\$0	\$1,828,466
Capitalized Interest Account	\$128,694	\$0	\$128,694
Collection Costs Account	\$27,226	\$0	\$27,226
Reserve Account	\$127,900	\$0	\$127,900
Develop Sub-Account of the Prepayment Reserve Account	\$23,870	\$0	\$23,870
Total Uses of Funds	\$2,136,156	\$0	\$2,136,156

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2008A and Series 2008B Bonds, of which fifteen (15) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2008A and Series 2008B Bonds with a maximum of nine percent per annum commencing with the issuance of the Series 2008A Bonds. The interest rate on the Series 2008A Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Series 2008A Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2023 and will be delinquent on February 1, 2024.

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

Annual Budget for the Repayment of Indebtedness

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

The budget for the PID to be paid from the collection of Annual Installments for 2023-24 is shown by Table B-4 on the following page.

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Table B-4
Budget for the Annual Installments
to be Collected for 2023-24

	Improvement Project A Series	Improvement Project B Series	
<u>Descriptions</u>	2008A Bonds	2008B Bonds	<u>Total</u>
Interest payment on April 1, 2024	\$67,903	\$0	\$67,903
Interest payment on October 1, 2024	\$67,903	\$0	\$67,903
Principal payment on October 1, 2024	\$54,000	\$0	\$54,000
Subtotal Debt Service on Bonds	\$189,806	\$0	\$189,806
Annual Collection Costs	\$15,000	\$0	\$15,000
Subtotal Expenses	\$15,000	\$0	\$15,000
Available Capitalized Interest Account	\$0	\$0	\$0
Available Administrative Fund	\$0	\$0	\$0
Subtotal Funds Available	\$0	\$0	\$0
Annual Installment to be Collected	\$204,806	\$0	\$204,806

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

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

Annual Installments to be Collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots, other than the newly subdivided Phase Three Lots, is calculated as \$5,587 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2023-24 are shown in Table B-5 below.

Table B-5
Interest Due on Assessment Part A
to be Collected for 2023-24

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	\$5,587	1.00	\$5,587	7.375%	\$412.01
Land Use Class 2	\$5,587	1.66	\$9,274	7.375%	\$683.94
Land Use Class 3	\$5,587	2.29	\$12,793	7.375%	\$943.51

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

The Assessment Part A due for 2023-24 is \$54,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2024. The Total Assessment Part A outstanding is shown as \$1,841,435 in Appendix B after the regular principal payment on October 1, 2023. Accordingly, the Assessment Part A due for 2023-24 is 2.932 percent of the outstanding Assessment Part A (i.e., $$54,000 \div $1,841,435 = 2.932\%$).

The Assessment Part A due to be collected from each Land Use Class for 2023-24 is shown in Table B-6 below.

Table B-6
Assessment Part A Due
to be Collected for 2023-24

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	\$5,587	2.932%	\$163.83
Land Use Class 2	\$9,274	2.932%	\$271.95
Land Use Class 3	\$12,793	2.932%	\$375.16

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

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be \$15,000. The total outstanding Assessment Part A is shown as \$1,841,435 in Appendix B. Accordingly, the Annual Collection Costs due for 2023-24 is 0.815 percent of the outstanding Assessment Part A (i.e., $$15,000 \div $1,841,435 = 0.815\%$). The Annual Collection Costs to be collected for 2023-24 is shown in Table B-7 below.

Table B-7
Annual Collection Costs for Assessment Part A
to be Collected for 2023-24

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	\$5,587	0.815%	\$45.51
Land Use Class 2	\$9,274	0.815%	\$75.54
Land Use Class 3	\$12,793	0.815%	\$104.21

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

In summary, the Annual Installment Part A to be collected for 2023-24, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-8 on the following page.

Table B-8
Annual Installment Part A
to be Collected for 2023-24

		Interest			Annual	Annual
		Due per	Assessment	Annual	collection	Installment
Land Use Class	EU	Unit	Part A Due	Assessment	Costs Per Unit	Part A per Unit
Land Use Class 1	1.00	\$412.01	\$163.83	\$575.84	\$45.51	\$621.34
Land Use Class 2	1.66	\$683.94	\$271.95	\$955.89	\$75.54	\$1,031.43
Land Use Class 3	2.29	\$943.51	\$375.16	\$1,318.67	\$104.21	\$1,422.89

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

Annual Installments to be Collected from Phase Three Lots

The Assessment Part A per Equivalent Unit amounts allocated to the lots within Phase Three (the "Phase Three Lots") was \$5,606 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of \$5,587 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due for the Phase Three Lots are calculated separately based on the Assessment amounts allocated to each of these subdivided Parcels as shown below.

The Assessment Part A per Equivalent Unit for the Phase Three Lots is calculated as \$5,606 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the Phase Three Lots for 2023-24 are shown in Table B-9 below.

Table B-9
Interest Due on Assessment Part A – Phase Three Lots
to be Collected for 2023-24

	Assessment		Assessment	Assessment	Interest Due
Land Use Class	per EU	EU	Part A per unit	Interest Rate	per Unit
Land Use Class 1	\$5,606	1.00	\$5,606	7.375%	\$413.45
Land Use Class 2	\$5,606	1.66	\$9,306	7.375%	\$686.33
Land Use Class 3	\$5,606	2.29	\$12,838	7.375%	\$946.80

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

The Assessment Part A due for 2023-24 is \$54,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2024. The Total Assessment Part A outstanding is shown as \$1,841,435 in Appendix B. Accordingly, the Assessment Part A due for 2023-24 is 2.932 percent of the outstanding Assessment Part A (i.e., $$54,000 \div $1,841,435 = 2.932\%$).

The Assessment Part A due to be collected for Phase Three Lots for 2023-24 from each of the subdivided lots is shown in Table B-10 below.

Table B-10
Assessment Part A Due – Phase Three Lots
to be Collected for 2023-24

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	\$5,606	2.932%	\$164.40
Land Use Class 2	\$9,306	2.932%	\$272.90
Land Use Class 3	\$12,838	2.932%	\$376.47

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

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be \$15,000. The total outstanding Assessment Part A is shown as \$1,841,435 in Appendix B. Accordingly, the Annual Collection Costs due for 2023-24 is 0.814 percent of the outstanding Assessment Part A (i.e., $$15,000 \div $1,841,435 = 0.815\%$). The Annual Collection Costs to be collected for Phase Three Lots for 2023-24 is shown in Table B-11 below.

Table B-11
Annual Collection Costs for Assessment Part A – Phase Three Lots to be Collected for 2023-24

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	\$5,606	0.815%	\$45.67
Land Use Class 2	\$9,306	0.815%	\$75.81
Land Use Class 3	\$12,838	0.815%	\$104.58

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

In summary, the Annual Installment Part A to be collected for 2023-24 from each of the Phase Three Lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-12 on the following page.

Table B-12
Annual Installment Part A – Phase Three Lots
to be Collected for 2023-24

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	\$413.45	\$164.40	\$577.85	\$45.67	\$623.51
Land Use Class 2	1.66	\$686.33	\$272.90	\$959.23	\$75.81	\$1,035.04
Land Use Class 3	2.29	\$946.80	\$376.47	\$1,323.27	\$104.58	\$1,427.85

There is no Annual Installment Part B to be collected from the Phase Three Lots.

III. ANNUAL OPTIONAL REDEMPTION REVIEW

The Bonds were issued in April 2008. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after October 1, 2018, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Bonds may be viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding is currently viable will inform the City accordingly.

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C. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

- (i) Land Use Class 1,
- (ii) Land Use Class 2, and
- (iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The Equivalent Unit factors are the ratio of the Assessments as allocated to each lot in each property class. These Equivalent Unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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D. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

(i) The identification of each Assessed Parcel in the PID (including, if available, the tax Parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in the Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix B. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any Parcels.

I. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional Parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2023-24.

Consolidated Parcels

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014.

According to Lubbock Central Appraisal District Parcels R318373, R318374, R318375, R318376, and R318377 (all Land Use Class 1) were consolidated and replatted as R318373 in 2018.

According to Lubbock Central Appraisal District Parcels R314871 and R314872 (Land Use Class 2 and Land Use Class 3 lots, respectively) were consolidated and replatted as R314871 as of August 7, 2020.

According to Lubbock Central Appraisal District Parcels R318369, R318370, R318371, and R318372, (all Land Use Class 1) were consolidated and replatted as R318369 as of August 7, 2020.

II. PREPAYMENT OF ASSESSMENTS

Assessment Part A has been prepaid for nine lots through July 31, 2022. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of \$78,000 have been redeemed with the prepayment proceeds as of July 31, 2022.

In addition, in February of 2023, Parcel R318353 prepaid the Assessment Part A in full. Each of the prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B

Assessment Part B has been prepaid for all Parcels as of July 31, 2022. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of \$1,274,000 were redeemed with prepayment proceeds through July 31, 2022.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401.

E. UPDATES OF MISCELLANEOUS PROVISIONS

There are no additional updates to be included in the Annual Service Plan update for 2023-24.

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APPENDIX A THE IMPROVEMENT PROJECTS

<u>Appendix A</u> The Improvement Project

	Improv	ement Proje	ct A	Improv	ement Projec	et B
		Budget	Revised		Budget	Revised
Hard Costs	Original Budget	Changes	Budget	Original Budget	Changes	Budget
Land	\$0	\$0	\$0	\$390,000	(\$247,090)	\$142,910
Site Preparation	\$288,511	\$355,780	\$644,291	\$79,906	\$88,055	\$167,961
Drainage	\$136,232	(\$136,232)	\$0	\$136,232	(\$102,637)	\$33,595
Streets and alleys	\$0	\$0	\$0	\$706,430	\$4,206	\$710,636
Walkways	\$0	\$0	\$0	\$59,523	(\$59,523)	\$0
Water and sewer	\$0	\$0	\$0	\$752,265	(\$409,645)	\$342,620
Lighting and street signs	\$154,683	(\$25,693)	\$128,990	\$4,107	\$681	\$4,788
Signage and monumentation	\$9,795	(\$9,475)	\$320	\$0	\$3,015	\$3,015
Park features	\$1,081,340	(\$7,593)	\$1,073,747	\$0	\$0	\$0
Roundabouts	\$67,795	\$19,517	\$87,312	\$0	\$0	\$0
Street trees and irrigation	\$412,091	(\$213,590)	\$198,501	\$0	\$0	\$0
Sub-total hard costs	\$2,150,447	(\$17,286)	\$2,133,161	\$2,128,463	(\$722,938)	\$1,405,525
Soft Costs						
Project administration	\$84,884	\$529	\$85,413	\$11,577	\$25,029	\$36,606
Master planning	\$67,012	\$199,424	\$266,436	\$0	\$73,946	\$73,946
Architectural design	\$102,862	(\$102,862)	\$0	\$130	(\$130)	\$0
Engineering (civil)	\$239,216	\$169,311	\$408,527	\$235,905	\$59,500	\$295,405
Engineering (other)	\$4,210	\$3,464	\$7,674	\$8,952	(\$5,207)	\$3,745
Legal fees	\$7,720	\$5,640	\$13,360	\$1,278	(\$1,278)	\$0
Regulatory and impact fees	\$8,032	(\$5,902)	\$2,130	\$20,563	(\$7,324)	\$13,239
Insurance and bonding	\$0	\$4,107	\$4,107	\$0	\$0	\$0
Sub-total soft costs	\$513,936	\$273,711	\$787,647	\$278,405	\$144,536	\$422,941
Contingency	\$266,439	(\$266,439)	\$0	\$248,901	(\$248,901)	\$0
Total	\$2,930,822	(\$10,014)	\$2,920,808	\$2,655,769	(\$827,303)	\$1,828,466

ASSESSMENT ROLL SUMMARY – 2023-24

Exhibit A Appendix B ASSESSMENT ROLL SUMMARY Vintage Public Improvement District 2023-2024

	Property			Assessments			Annual Installment Part	Α		Annual Installment Part B			Total	
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R310559	1	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310560	2	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310561	3	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310562	4	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310563	5	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310564	6	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310565	7	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310566	8	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310567	9	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310568	10	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310569	11	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310570	12	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310571	13	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310572	14	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310573	15	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310574	16	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310575	17	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310576	18	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310577	19	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310578	20	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310579	21	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310580	22	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310581	23	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310582	24	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310583	25	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310584	26	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310585	27	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310586	28	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310587	29	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310588	30	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310589	31	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310590	32	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310591	33	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310592	34	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310593	35	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310594	36	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310595	37	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310596	38	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310597	39	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310598	40	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310599	41	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310600	42	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310601	43	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310602	44	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310603	45	1.00	\$5,587	\$0.00	\$5,587 \$5,587	\$575.84 \$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310604 R310605	46 47	1.00	\$5,587	\$0.00 \$0.00	\$5,587	\$575.84	\$45.51 \$0.00	\$621.35	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$575.84 \$0.00	\$45.51 \$0.00	\$621.35 Prepaid
		0.00	Prepaid		Prepaid	\$0.00		Prepaid	\$0.00					
R310606	48 49	0.00	\$0 Propoid	\$0.00	\$0 Pranaid	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00
R310607	50	0.00	Prepaid	\$0.00 \$0.00	Prepaid	\$0.00		Prepaid		\$0.00				Prepaid \$1,422.88
R310608		2.29	\$12,793 \$12,793		\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	
R310609	51	2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310610	52	2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310611	53	2.29	\$12,793 \$0.274	\$0.00	\$12,793	\$1,318.67	\$104.21 \$75.54	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21 \$75.54	\$1,422.88
R310612	54	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54 \$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54 \$75.54	\$1,031.43
R310613	55	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310614	56	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310615	57	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310616	58	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310622	59	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310623	60	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310624	61	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54 B - 1	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43

	Property Lot No. 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	Equivalent Units 1.66 1.66 1.00 0.00 0.00 1.00 1.00 1.0	Part A \$9,274 \$9,274 \$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$12,793 \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	Assessments Part B \$0.00	Total \$9,274 \$9,274 \$5,587 Prepaid \$5,587 \$5,587 \$5,587 Prepaid \$7,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274	P&I \$955.89 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	Annual Installment Part A Collection Costs \$75.54 \$75.54 \$45.51 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$14.21 \$104.21	A Total \$1,031.43 \$1,031.43 \$621.35 Prepaid \$621.35 \$621.35 \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid \$1,422.88	P&I \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Annual Installment Part B Collection Costs \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Total \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	P&I \$955.89 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00	Total Collection Costs 2 \$75.54 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$0.00	Total 2 \$1,031.43 \$1,031.43 \$621.35 Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid
R310625 R310626 R310627 R310628 R310629 R310630 R310631 R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310642 R310643 R310644 R310644 R310645 R310645 R310646 R310646	62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	1.66 1.66 1.00 0.00 0.00 1.00 1.00 1.00	\$9,274 \$9,274 \$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$9,274 \$9,274 \$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$12,793 \$12,793 \$12,793	\$955.89 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67	\$75.54 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51	\$1,031.43 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$955.89 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00	\$75.54 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00	\$1,031.43 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310626 R310627 R310628 R310629 R310630 R310631 R310632 R310633 R310634 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310644 R310644 R310644 R310645 R310645 R310646 R310646	63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 81 82 83 84	1.66 1.00 0.00 0.00 1.00 1.00 1.00 1.66 1.00 0.00 0	\$9,274 \$5,587 Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$9,274 \$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793	\$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67	\$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00	\$1,031.43 \$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00	\$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00	\$1,031.43 \$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310627 R310628 R310629 R310630 R310631 R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310642 R310642 R310644 R310645 R310645 R310645 R310646	64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	1.00 0.00 1.00 1.00 1.00 1.66 1.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66 1.66	\$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$5,587 Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793	\$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$9955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67	\$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	\$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$575.84 \$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00	\$45.51 \$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00	\$621.35 Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310628 R310629 R310630 R310631 R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310640 R310640 R310641 R310642 R310642 R310644 R310645 R310645 R310645 R310646	66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	0.00 0.00 1.00 1.00 1.66 1.00 0.00 0.00	Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Prepaid Prepaid \$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$0.00 \$0.00 \$575.84 \$575.84 \$9955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67	\$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00	\$0.00 \$0.00 \$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51	Prepaid Prepaid \$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310630 R310631 R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310640 R310640 R310641 R310642 R310643 R310644 R310645 R310646 R310646	67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	1.00 1.00 1.66 1.00 0.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66 1.66	\$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$5,587 \$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	\$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$575.84 \$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84	\$45.51 \$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51	\$621.35 \$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310631 R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310644 R310645 R310646	68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	1.00 1.66 1.00 0.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66 1.66	\$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$5,587 \$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	\$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$575.84 \$955.89 \$575.84 \$0.00 \$0.00 \$575.84	\$45.51 \$75.54 \$45.51 \$0.00 \$0.00 \$45.51	\$621.35 \$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310632 R310633 R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310642 R310644 R310645 R310645	69 70 71 72 73 74 75 76 77 78 79 80 81 82 83	1.66 1.00 0.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66	\$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$9,274 \$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$955.89 \$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$75.54 \$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	\$1,031.43 \$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$955.89 \$575.84 \$0.00 \$0.00 \$575.84	\$75.54 \$45.51 \$0.00 \$0.00 \$45.51	\$1,031.43 \$621.35 Prepaid Prepaid \$621.35
R310633 R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310644 R310645 R310644 R310645 R310646 R310647	70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	1.00 0.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66	\$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$5,587 Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$575.84 \$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$45.51 \$0.00 \$0.00 \$45.51 \$0.00 \$104.21	\$621.35 Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$575.84 \$0.00 \$0.00 \$575.84	\$45.51 \$0.00 \$0.00 \$45.51	\$621.35 Prepaid Prepaid \$621.35
R310634 R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310645 R310646	71 72 73 74 75 76 77 78 79 80 81 82 83 84	0.00 0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66	Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Prepaid Prepaid \$5,587 Prepaid \$12,793 \$12,793	\$0.00 \$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$0.00 \$0.00 \$45.51 \$0.00 \$104.21	Prepaid Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$575.84	\$0.00 \$0.00 \$45.51	Prepaid Prepaid \$621.35
R310635 R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310646 R310646	72 73 74 75 76 77 78 79 80 81 82 83	0.00 1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66	Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Prepaid \$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$0.00 \$575.84 \$0.00 \$1,318.67 \$1,318.67	\$0.00 \$45.51 \$0.00 \$104.21	Prepaid \$621.35 Prepaid	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$575.84	\$0.00 \$45.51	Prepaid \$621.35
R310636 R310637 R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310646	73 74 75 76 77 78 79 80 81 82 83 84	1.00 0.00 2.29 2.29 2.29 1.66 1.66 1.66	\$5,587 Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$5,587 Prepaid \$12,793 \$12,793 \$12,793	\$575.84 \$0.00 \$1,318.67 \$1,318.67	\$45.51 \$0.00 \$104.21	\$621.35 Prepaid	\$0.00 \$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310637 R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310646	74 75 76 77 78 79 80 81 82 83	0.00 2.29 2.29 2.29 1.66 1.66 1.66	Prepaid \$12,793 \$12,793 \$12,793 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Prepaid \$12,793 \$12,793 \$12,793	\$0.00 \$1,318.67 \$1,318.67	\$0.00 \$104.21	Prepaid	\$0.00					
R310638 R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310646	75 76 77 78 79 80 81 82 83	2.29 2.29 2.29 1.66 1.66 1.66	\$12,793 \$12,793 \$12,793 \$9,274 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00 \$0.00	\$12,793 \$12,793 \$12,793	\$1,318.67 \$1,318.67	\$104.21			\$0.00				
R310639 R310640 R310641 R310642 R310643 R310644 R310645 R310646 R310647	76 77 78 79 80 81 82 83	2.29 2.29 1.66 1.66 1.66 1.66	\$12,793 \$12,793 \$9,274 \$9,274 \$9,274	\$0.00 \$0.00 \$0.00	\$12,793 \$12,793	\$1,318.67			\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310641 R310642 R310643 R310644 R310645 R310646 R310647	78 79 80 81 82 83 84	1.66 1.66 1.66 1.66	\$9,274 \$9,274 \$9,274	\$0.00		\$1,318.67		\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310642 R310643 R310644 R310645 R310646 R310647	79 80 81 82 83 84	1.66 1.66 1.66	\$9,274 \$9,274		\$9,274		\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310643 R310644 R310645 R310646 R310647	80 81 82 83 84	1.66 1.66	\$9,274	\$0.00		\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310644 R310645 R310646 R310647	81 82 83 84	1.66			\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310645 R310646 R310647	82 83 84			\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310646 R310647	83 84	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310647	84		\$9,274	\$0.00	\$9,274	\$955.89	\$75.54 \$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
		1.66 2.29	\$9,274 \$12,793	\$0.00 \$0.00	\$9,274 \$12,793	\$955.89 \$1,318.67	\$75.54 \$104.21	\$1,031.43 \$1,422.88	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$955.89 \$1,318.67	\$75.54 \$104.21	\$1,031.43 \$1,422.88
10010		2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21 \$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21 \$104.21	\$1,422.88
R310649	86	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310650	87	2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310651	88	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310652	89	2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310653	90	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310654	91	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310655	92	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310656	93	1.00	\$5,587	\$0.00	\$5,587	\$575.84	\$45.51	\$621.35	\$0.00	\$0.00	\$0.00	\$575.84	\$45.51	\$621.35
R310657 R310658	94 95	1.66 0.00	\$9,274	\$0.00 \$0.00	\$9,274	\$955.89 \$0.00	\$75.54 \$0.00	\$1,031.43	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$955.89 \$0.00	\$75.54 \$0.00	\$1,031.43
R310659	96	1.66	Prepaid \$9,274	\$0.00	Prepaid \$9,274	\$955.89	\$75.54	Prepaid \$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	Prepaid \$1,031.43
R310660	97	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310661	98	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310662	99	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310663	100	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310664	101	2.29	\$12,793	\$0.00	\$12,793	\$1,318.67	\$104.21	\$1,422.88	\$0.00	\$0.00	\$0.00	\$1,318.67	\$104.21	\$1,422.88
R310665	102	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310666	103	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310667	104	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310668	105	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310669 R310670	106 107	1.66 1.00	\$9,274 \$5,587	\$0.00 \$0.00	\$9,274 \$5,587	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43 \$621.35	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43 \$621.35
R310671	107	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310672	109	0.00	Prepaid	\$0.00	Prepaid	\$0.00	\$0.00	Prepaid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Prepaid
R310673	110	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R310674	111	1.66	\$9,274	\$0.00	\$9,274	\$955.89	\$75.54	\$1,031.43	\$0.00	\$0.00	\$0.00	\$955.89	\$75.54	\$1,031.43
R314854	112	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314855	113	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314856	114	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314857	115	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314858	116	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314859	117	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314860	118	1.66	\$9,274 \$5,587	Prepaid	\$9,274 \$5,587	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43 \$621.35
R314861 R314862	119 120	1.00 1.00	\$5,587 \$5,587	Prepaid Prepaid	\$5,587 \$5,587	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35	Prepaid Prepaid	Prepaid Prepaid	Prepaid Prepaid	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35
R314863	120	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314864	122	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314865	123	2.29	\$12,793	Prepaid	\$12,793	\$1,318.67	\$104.21	\$1,422.88	Prepaid	Prepaid	Prepaid	\$1,318.67	\$104.21	\$1,422.88
R314866	124	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314867	125	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314868	126	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51 B - 2	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35

	Property	1		Assessments			Annual Installment Part	Δ		Annual Installment Part B			Total	
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R314869	127	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314870	128	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314871 ²	129	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314872	130	2.29	\$12,793	Prepaid	\$12,793	\$1,318.67	\$104.21	\$1,422.88	Prepaid	Prepaid	Prepaid	\$1,318.67	\$104.21	\$1,422.88
R314873	131	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314874	132	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314875	133	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314876	134	0.00	\$0 \$0.274	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314877 R314878	135 136	1.66 1.00	\$9,274 \$5,587	Prepaid Prepaid	\$9,274 \$5,587	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43 \$621.35	Prepaid Prepaid	Prepaid Prepaid	Prepaid Prepaid	\$955.89 \$575.84	\$75.54 \$45.51	\$1,031.43 \$621.35
R314879	137	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314880	138	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314881	139	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314882	140	2.29	\$12,793	Prepaid	\$12,793	\$1,318.67	\$104.21	\$1,422.88	Prepaid	Prepaid	Prepaid	\$1,318.67	\$104.21	\$1,422.88
R314883	141	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314884	142	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314885	143	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314886	144	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314887	145	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314888	146	2.29	\$12,793	Prepaid	\$12,793	\$1,318.67	\$104.21	\$1,422.88	Prepaid	Prepaid	Prepaid	\$1,318.67	\$104.21	\$1,422.88
R314889 R314890	147 148	1.00 1.00	\$5,587 \$5,587	Prepaid	\$5,587 \$5,587	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35	Prepaid	Prepaid	Prepaid	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35
R314891	149	1.00	\$5,587	Prepaid Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid Prepaid	Prepaid Prepaid	Prepaid Prepaid	\$575.84	\$45.51	\$621.35
R314892	150	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314893	151	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314924	152	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314894	153	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314895	154	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314896	155	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314897	156	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314898	157	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314899	158 159	1.66 1.00	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54 \$45.51	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43 \$621.35
R314900 R314901	160	1.66	\$5,587 \$9,274	Prepaid Prepaid	\$5,587 \$9,274	\$575.84 \$955.89	\$45.51 \$75.54	\$621.35 \$1,031.43	Prepaid Prepaid	Prepaid Prepaid	Prepaid Prepaid	\$575.84 \$955.89	\$45.51 \$75.54	\$1,031.43
R314902	161	0.00	\$9,274	\$0.00	\$9,274	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314903	162	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314904	163	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314905	164	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314906	165	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314907	166	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314908	167	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314909	168	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314910	169	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314911	170	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314912 R314913	171 172	1.00 1.00	\$5,587 \$5,587	Prepaid	\$5,587 \$5,587	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35	Prepaid Prepaid	Prepaid Prepaid	Prepaid	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35 \$621.35
R314914	172	1.00	\$5,587 \$5,587	Prepaid Prepaid	\$5,587 \$5,587	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35	Prepaid	Prepaid Prepaid	Prepaid Prepaid	\$575.84 \$575.84	\$45.51 \$45.51	\$621.35
R314914 R314925	173	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314915	175	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314916	176	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314917	177	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314918	178	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314919	179	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314926	180	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314920	181	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R314921	182	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51	\$621.35
R314922	183	1.00	\$5,587	Prepaid	\$5,587	\$575.84	\$45.51 \$75.54	\$621.35	Prepaid	Prepaid	Prepaid	\$575.84	\$45.51 \$75.54	\$621.35
R314923	184	1.66	\$9,274	Prepaid	\$9,274	\$955.89	\$75.54	\$1,031.43	Prepaid	Prepaid	Prepaid	\$955.89	\$75.54	\$1,031.43
R318305 ¹	185	2.29	\$12,838	Prepaid	\$12,838	\$661.64	\$52.29	\$713.92	Prepaid	Prepaid	Prepaid	\$661.64	\$52.29	\$713.92
R338896 ¹	100	1.00	05.000	,	0.5.00	\$661.64	\$52.29	\$713.92	Prepaid	Prepaid	Prepaid	\$661.64	\$52.29	\$713.92
R318306	186	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51

							EXNIBIT A							
	Property			Assessments			Annual Installment Part	A		Annual Installment Part B			Total	
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2
R318307 ²	187	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318308	188	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318309	189	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318310	190	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318311	191	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318312	192	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318313	193	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318314 ²	194	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318315	195	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318316	196	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318317	197	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318318	198	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318319	199	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318320	200	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318321	201	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318322	202	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318323	203	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318324	204	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318325	205	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318326	206	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318393	207	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318327	208	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318328 ²	209	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318329	210	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318330	211	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318394	212	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318331	213	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318332	214	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318333	215	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318334	216	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318335	217	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318336	218	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318337	219	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318338	220	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318339	221	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318340	222	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318341	223	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318342	224	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318343	225	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318344	226	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318345	227	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318346	228	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318347	229	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318348	230	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318349	231	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318350	232	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318351	233	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318352	234	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318353	235	0.00	Prepaid	\$0.00	Prepaid	\$0.00	\$0.00	Prepaid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Prepaid
R318354	236	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00
R318355	237	2.29	\$12,838	Prepaid	\$12,838	\$1,323.27	\$104.58	\$1,427.85	Prepaid	Prepaid	Prepaid	\$1,323.27	\$104.58	\$1,427.85
R318356	238	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318357	239	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03
R318358	240	2.29	\$12,838	Prepaid	\$12,838	\$1,323.27	\$104.58	\$1,427.85	Prepaid	Prepaid	Prepaid	\$1,323.27	\$104.58	\$1,427.85
R318359	241	0.00	\$0	\$0.00	\$0	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00
R318360	242	2.29	\$12,838	Prepaid	\$12,838	\$1,323.27	\$104.58	\$1,427.85	Prepaid	Prepaid	Prepaid	\$1,323.27	\$104.58	\$1,427.85
R318361	243	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318362	244	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318363	245	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318364 ¹	246	2.29	\$12,838	Prepaid	\$12,838	\$661.64	\$52.29	\$713.92	Prepaid	Prepaid	Prepaid	\$661.64	\$52.29	\$713.92
R3353551						\$661.64	\$52.29	\$713.92	Prepaid	Prepaid	Prepaid	\$661.64	\$52.29	\$713.92
R318365	247	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318366	248	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
R318367	249	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51
							B - 4							

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	Property			Assessments			Annual Installment Part	A		Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs 2	Total 2	
R318395	250	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318368	251	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318369 ²	252	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318370	253	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318371	254	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318372	255	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318373 ²	256	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318374	257	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318375	258	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318376	259	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318377	260	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318378	261	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318379	262	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318380	263	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03	
R318381	264	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318382	265	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318383	266	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318384	267	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318397	268	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03	
R318385	269	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03	
R318386	270	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318387	271	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318388	272	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03	
R318389	273	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318390	274	1.66	\$9,306	Prepaid	\$9,306	\$959.23	\$75.81	\$1,035.03	Prepaid	Prepaid	Prepaid	\$959.23	\$75.81	\$1,035.03	
R318391	275	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318392	276	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
R318396	277	1.00	\$5,606	Prepaid	\$5,606	\$577.85	\$45.67	\$623.51	Prepaid	Prepaid	Prepaid	\$577.85	\$45.67	\$623.51	
Total	-	329.25	\$1,841,435	\$0	\$1,841,435	\$189,806	\$15,000	\$204,806	\$0	\$0	\$0	\$189,806	\$15,000	\$204,806	

The 2023-24 Annual Installment to be billed will be allocated evenly between multiple accounts per information provided by Lubbock Central Appraisal District.
 Parcel represents the account to be billed for consolidated parcels per Lubbock Central Appraisal District Records.

APPENDIX C PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF LUBBOCK, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lubbock, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Vintage Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

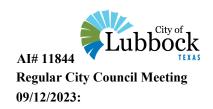
The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	Signature of Purchaser
STATE OF TEXAS	§ 8
COUNTY OF	§ §

The foregoing instrument was acknowledged before me by	and
, known to me to be the person(s) whose name(s) is/are subscrib	ed to the
foregoing instrument, and acknowledged to me that he or she executed the same for the	purposes
therein expressed, in the capacity stated and as the act and deed of the above-referenced	entities as
an authorized signatory of said entities.	
Given under my hand and seal of office on this, 20	
Notary Public, State of Texas	



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0097, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Bell Farms PID to speak in favor of, or in opposition to, the assessment to be levied in the Bell Farms PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.12 per \$100 valuation. This is the same rate as 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.12 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entryways and parks, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2023, based on estimated values, is \$401,604.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Bell Farms PID Advisory Board

Attachments

Ordinance and Exhibits
Bell Farms PID 2023 Public Hearing Notice

	ORDINANCE	NO.
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AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT. APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL: CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST **OF** CERTAIN **SERVICES** AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24: FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2018-R0182 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Bell Farms Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On July 12, 2018, the City Council passed Ordinance No. 2018-O0079, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.12 per \$100.00 valuation for tax years 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established herein, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named; and, with such lien being attached on January 1 of each year to the property to secure the payment of all assessments, penaltics, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid; and, with such lien being perfected on attachment requiring no further action by the Council.

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: THAT all assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on	, 2023.
Passed by the City Council on second reading on	, 2023.
TRAV PAYNE, MAY	OR .

TTEST:			
ourtnev P	az, Cit	y Secretar	·V

APPROVED AS TO CONTENT:

Blu Kostelien, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. Economic Development - Bell Farms PID - Service Plan, Assessment Role, and Levy August 22, 2023

Resolution No. 2018-R0182 Item No. 6.8 May 24, 2018

RESOLUTION

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

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

WHEREAS, the Petition covers property within an area generally bounded by 130th Street on the north, Avenue P on the east, 146th Street on the south, and University Avenue on the west, with such property being the residential development known as Bell Farms, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the twenty-fourth (24th) day of May, 2018, at five thirty (5:30) p.m., in the City Council Chambers at City Hall located at 1625 13th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and NOW THEREFORE:

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

- (a) That the public hearing on the advisability of authorizing the Bell Farms Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Bell Farms Public Improvement District; and
- (b) That authorization of the Bell Farms Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Bell Farms Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

- (c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Bell Farms Public Improvement District through Fiscal Year 2022-23 is approximately three hundred twenty thousand two hundred sixteen dollars (\$320,216) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and
- (d) That the Costs will be paid by the proposed assessment rate of twelve cents (\$0.12) per one hundred dollars (\$100) of valuation of property within the Bell Farms Public Improvement District through Fiscal Year 2022-23, with such proposed assessment being described in "Exhibit 3"; and
- (e) That as to the apportionment of the Costs between the Bell Farms Public Improvement District and the City, all the Costs will be paid by the Bell Farms Public Improvement District through assessments on the property within the boundaries of the Bell Farms Public Improvement District.
- **SECTION 3: THAT** subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Bell Farms Public Improvement District, City of Lubbock, Texas.
- SECTION 4: THAT the City Council hereby creates the initial governing board for the Bell Farms Public Improvement District. The initial governing board shall act as an advisory board of the City of Lubbock, and shall be composed of three (3) members, each of whom will represent a developer of the property within the Bell Farms Public Improvement District. The initial governing board shall follow any and all rules. regulations, policies, and procedures related to City of Lubbock advisory boards. The initial governing board for the Bell Farms Public Improvement District shall serve a one (1) year term. The City Council may extended the term of the initial governing board beyond one (1) year. The initial governing board of the Bell Farms Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Bell Farms Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Bell Farms Public Improvement District. Upon the end of the term of the initial governing board of the Bell Farms Public Improvement District, the initial governing board will automatically dissolve and the Bell Farms Public Improvement District Advisory Board (the "PID Board") shall be created in its place. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Bell Farms Public Improvement District.
- **SECTION 5: THAT** the notice of this authorization for the Bell Farms Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.
- SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council on May 24, 2018

ATTEST:

JEFF GRIFFITH, MAYOR PRO TEM

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APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

ccdocs/RES. Bell Farms Public Improvement District – Creation Documents – 4.30.18 April 30, 2018

EXHIBIT A EXHIBIT 1

CITY OF LUBBOCK §
COUNTY OF LUBBOCK §
STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, March 29, 2018) in the area known as Bell Farms, as shown on the attached map, petitioners own 52.87 percent of the value, AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID; the petitioners own 97.44 percent of the total area within the proposed Bell Farms PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

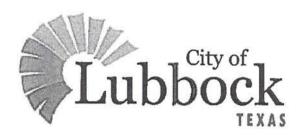
In witness whereof I have hereunto set my hand and affixed the official seal of said office the 18th day of April, 2018.

(City Seal)

Rebecca Garza City Secretary

City of Lubbock

Lubbock County, State of Texas



April 17, 2018

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis

Sally Still Abbe, Director of GIS and Data Services

CC: Blu Kostelich, Chief Financial Officer

Re: Bell Farms Public Improvement District Petition

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

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (March 29, 2018). Since the petitioners own 52.87% percent of the taxable real property value within the boundary, the petition passes the value test.

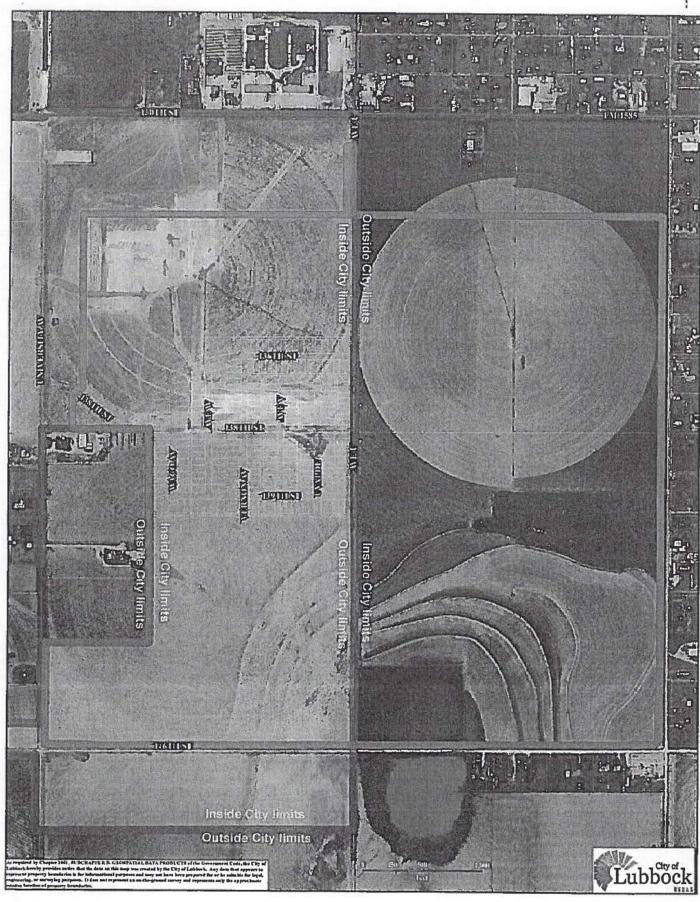
The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. The petitioners own 97.44 percent of the total area within the proposed Bell Farms PID area so they pass the area test.

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

EXHIBIT 1

Proposed Bell Farms PID





Proposed Bell Farms PID 2018 Preliminary Roll

				BEIL EADANS 117	13627 AVE W HIBBOCK TY 79473	2018 VII ASECA WII IIAM	R370776
	150,436.00	0.137489	5989	FARMS	13610 AVE W, LÜBBOCK, TX 79423		R329270
	140.443.00	0.115702	5040	BELL FARMS L101	13611 AVE W, LUBBOCK, TX 79423		R329260
	171 573 00	0.128558	2500	FARMS	13617 AVE W. LÜBBOCK. TX 79423		R329257
	170,000	0.115707	0000	BELL EVBING LOG	13617 VERNON AVE HIBBOCK TY 79473	1910 Per	R329250
	140 170 00 140 170 00	0.120550	5000	BELL EVENNS LOO	13610 VERNON AVE HIRBOCK TY 79473	magan	R329249
	00.CTU,8C	0.102040	1930	BELL FARMS 1 88	13606 VERNON AVE HIRROCK TV 79473	2018 DRAKE PHILIP I & VICKI	R329247
	142,130.00	200011.0	7020	BELL FARMS 1 85	2136 136TH ST		R329244
	143 150 00	0.110007	1110	BELL EVBWC 1 63	TIBBOOK TY		R329242
	163 000 00	0.132002	5750	BEIL EABMS 1 80	UBBOCK TX	PYRON, CHARITY	R329239
	125 556 00	0 118802	5775	REIT FARMS I 79	LUBBOCK TX		R329238
	155,169.00	0.132002	5750	BELL FARMS L 77	LUBBOCK, TX	& KATRINA M	R329236
	168,123.00	0.132002	5750	BELL FARMS L 76	LUBBOCK, TX	2018 GONZALES, JESSE J	R329235
	126,962.00	0.127961	5574	BELL FARMS L 67	2101 136TH ST, LUBBOCK, TX 79423		R329226
	169,515.00	0.132002	5750	BELL FARMS L 66		P CEN	K329225
	144,912.00	0.118802	5175	BELL FARMS L 65	LUBBOCK, TX		K329224
	151,744.00	0.118802	5175	BELL FARMS L 62	2111 136TH ST, LUBBOCK, TX 79423	gere	K329221
	130,284.00	0.132002	5750	BELL FARMS L 61	LUBBOCK, TX		R329220
	164,572.00	0.132002	5/50	BELL FAKMS L 60	2115 136 IH SI, LUBBOCK, IX /9423	ZOTO BE LENBOOGH HOMES INC	CT2572
	121,814,00	Z08011.0	2/70		יו, שפטער, וא	2010 BETENBOILER HOMES INC	270710
	121,000,00	200017	24.53 C/TC				8179718
	/4,535.00	0.132002	0070		בן וופפסכא, וא		R329215
	135,963.00	0.13302 2.08811.0	51/5		2127 136TH ST. LUBBOCK, IX 79423	2018 ABIÁS ISAAC & LOBENA	R37971A
1	/4,b10.00	0.134045	2000		2127 136TU CT	2018 IN YIAOGIIANG MICHAEL &	R370713
	149,1/0.00	0.124558	2600		2135 136TH ST I (IBBOCK TV 78473	2018 BLANCO DEBLA MARIE	R329209
	123,093.00	70/CTT'0	0400		13610 VERNON AVE, LUBBOCK TV 70423	2018 ALVAREZ HAN ERANCISCO	R329207
	175,090.00	207311.0	0400		13613 VERNON AVE LUBBOCK TV 79423		R329204
	00.000 Oct	0.10000	5000	-	13600 VERNON AVE I I BROCK TY 70473	2018 I ACY BORERT I SR & MARGARET	R329202
	120,444.00	0.129407	2020	- 0	13613 AVE V HIBBOCK TY 79473	2018 SOLIS IOSEEINA P.& MICHAEL R	R329191
	129,941.00	0.1Z4504	2420	CARIVIOL	13611 AVE V HIBBOCK TV 79423		R329190
	129,941.00	0.124564	5426	BELL FARMS L 28	13605 AVE V, LUBBOCK, TX 79423	2018 CLAUNCH, SHAWN	R329187
	28,672.00	0.188062	8192	BELL FAKMS L 26	13801 AVE V; LUBBOCK, 1X /9423	ZOTO BELENBOORU HOWES INC	COYCYCY
	28,672.00	0.188062	8192	BELL FARMS L 25	13602 UVALUE AVE, LUBBOCK, IX /9423	2018 BETENBOUGH HOMES INC	10102
	171,668.00	0.129178	5627	BELL FARMS L 24	13604 UVALUE AVE, LUBBUCK, IX /9423		COTEZCU
	129,941.00	0.124564	5426	FARMS	13606 UVALDE AVE, LUBBUCK, 1X 79423		2016267
	126,444.00	0.124564	5426	BELL FARMS L 13	13607 UVALDE AVE, LUBBOCK, TX 79423		7/T67CU
	124,824.00	0.113935	4963	BELL FARMS L9	13602 AVE U, LUBBOCK, TX 79423		N329173
	128,762.00	0.116827	5089	BELL FARMS L 8	13604'AVE U, LUBBOCK, TX 79423		H32916/
	65,212.00	0.116667	5082	FARMS	13606, AVE U, LUBBOCK, TX 79423		K329166
	67,093.00	0.116529	5076	BELL FARMS L 6	13608 AVE U, LUBBOCK, TX 79423	2018 BETENBOUGH HOMES INC	R329165
	133.688.00	0.116368	5069	BELL FARMS L'S	13610 AVE U, LUBBOCK, TX 79423	2018 LOPEZ MYRELLEE SHELBJE &	R329164
	67.621.00	0.116047	5055	BELL FARMS L3	13614 AVE U, LUBBOCK, TX 79423	LOWE	R329162
Keceived	laxable	0.112020	pziconeniel	REIT EARMS 1 1	13618 AVE	2018 JONES JACQUENETTE	R329160 2018
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Proposed Bell Farms PID 2018 Preliminary Roll

							Petition
	dHocTaxYe Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Receive
R329277		13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	6687	0.153512	80,953.00	Y
R329278		13617 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 119	5600	0.128558	149,170.00	Y
R329284		13605 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 125	5527	0.126882	126,798.00	Y
R329285	A. C.	13603 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 126		0.135721	150,166.00	Y
R329287	2018 BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128		0.164784	160,555.00	Y
R329289	2018 NAVIA, KAREN V	13610 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 130		0.142126	132,808.00	Y
R329290	2018 GUITRONBACA, JAIME OBED	13612 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 131		0.156336	176,537.00	Y
R329292	2018 DAWSON KEVIN & SHELBY	13616 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 133		0.213453	208,252.00	Y
R330500	2018 BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	Section 2. Control of the Control of	0.124747	19,019.00	Y
R330501	2018 BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	The state of the s	0.128512	19,593.00	Ÿ
R330502	2018 BETENBOUGH HOMES INC	13806 AVE U. LUBBOCK, TX 79423	BELL FARMS L 136	5507	0.128489	19,590.00	Y
R330503	2018 BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	The second secon	0.125465	The second secon	Y
	2020 DETENDOUGH HOMES INC	LOGOS AVE O, LUBBOCK, IX 75425	DELL PANIVIS C 137	5041	0.115725	17,644.00	T.
R330504	2018 BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	5604	0.12865	19,614.00	Y
R330505	2018 BETENBOUGH HOMES INC	13812 AVE U, LÚBBOCK, TX 79423	BELL FARMS L 139	5608	0.128742	19,628.00	Y
R330506	2018 BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	The second secon	0.126928	19,352.00	Y
R330507	2018 BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141		0.160813	24,518.00	Ÿ
R330508	2018 BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142		0.159412	24,304.00	Y
R330509	2018 BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143		0.159412	24,304.00	Y
R330510	2018 BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144		0.159412	24,304.00	Ý
R330511	2018 BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145		0.160124	24,413.00	Ý
R330512	2018 BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	5871	Company of the state of the sta	20,549.00	Y
R330513	2018 BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	6030	0.13843	21,105.00	Y
R330514	2018 BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	6030	0.13843	21,105.00	Y
R330515	2018 BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149		0.124587	18,995.00	Y
R330516	2018 BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150		0.137925	21,028.00	Y
R330517	2018 BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	6392	The second of the street of the second of th	THE RESERVE AND ADDRESS OF THE PARTY.	Y
R330518	2018 BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423		Market of the control of		22,372.00	
R330519	2018 BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	6321	0.14511	22,124.00	Y
R330520	2018 BETENBOUGH HOMES INC		BELL FARMS L 153	THE RESIDENCE OF STREET, SALES AND ADDRESS OF THE PARTY O	0.140335	21,396.00	Y
R330521	2018 BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	Charles and the Control of the Person of the Control of the Contro	0.108196	16,496.00	Y
R330522	The second secon	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155		0.123301	18,799.00	Y
	2018 BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	1 P 3000 HOLE	0.124541	18,988.00	Y
R330523	2018 BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	The second secon	0.124541	18,988.00	Y
330524	2018 BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158		0.124541	18,988.00	Y
R330525	2018 BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	5425	0.124541	18,988.00	Y
330526	2018 BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	5425	0.124541	18,988.00	Y
330527	2018 BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	5425	0.124541	18,988.00	Y
330528	2018 BETENBOUGH HOMES INC	13820 UVALDE AVE, LÜBBOCK, TX 79423	BELL FARMS L 162	5425	0.124541	18,988.00	Y
1330529	2018 BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	5861	0.13455	20,514.00	Y
1330530	2018 BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164	6295	0.144513	22,033.00	Y
330531	2018 BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165	The second secon	0.119766	18,260.00	Ÿ
330532	2018 BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166	Committee of the Commit	0.135675	20,685.00	Y
1330533	2018 BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167	Contract of the contract of th	0.136111	20,752.00	Y
1330534	2018 BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168	The second secon	0.136111	20,752.00	Ý
1330535	2018 BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169	A 100 PM 400 B	0.136111	20,752.00	Y
330536	2018 BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170	And the second s	0.136111	20,752.00	Y

Proposed Bell Farms PID 2018 Preliminary Roll

R330538 2 R330539 2 R330540 2 R330541 2 R330541 2 R330542 2 R330543 2 R330544 2 R330545 2 R330545 2 R330546 2 R330547 2 R330549 2 R330550 2 R330551 2 R330551 2 R330552 2 R330555 2 R330555 2 R330556 2 R330557 2 R330558 2 R330559 2 R330559 2 R330560 2 R330561 2 R330562 2 R330562 2	1018 BETENBOUGH HOMES INC 1018 BETENBOUGH HOMES INC	Situs 13805 AVE V, LUBBOCK, TX 79423 13803 AVE V, LUBBOCK, TX 79423 13801 AVE V, LUBBOCK, TX 79423 13802 AVE V, LUBBOCK, TX 79423 13804 AVE V, LUBBOCK, TX 79423 13806 AVE V, LUBBOCK, TX 79423 13808 AVE V, LUBBOCK, TX 79423 13810 AVE V, LUBBOCK, TX 79423 13812 AVE V, LUBBOCK, TX 79423 13814 AVE V, LUBBOCK, TX 79423 13816 AVE V, LUBBOCK, TX 79423 13818 AVE V, LUBBOCK, TX 79423 13819 AVE V, LUBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13817 VERNON AVE, LUBBOCK, TX 79423	Legal Description BELL FARMS L 171 BELL FARMS L 172 BELL FARMS L 173 BELL FARMS L 174 BELL FARMS L 175 BELL FARMS L 176 BELL FARMS L 177 BELL FARMS L 177 BELL FARMS L 179 BELL FARMS L 180 BELL FARMS L 181 BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183 BELL FARMS L 183 BELL FARMS L 184	5929 5929 6098 6129 6129 6129 6129 6129 6129 6129	0.136111 0.136111 0.136111 0.13991 0.140702 0.140702 0.140702 0.140702	Taxable 20,752.00 20,752.00 20,752.00 21,343.00 21,452.00 21,452.00 21,452.00 21,452.00 21,452.00 21,452.00 21,452.00	Receive Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y
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R330543 2 R330544 2 R330545 2 R330546 2 R330547 2 R330549 2 R330550 2 R330551 2 R330551 2 R330552 2 R330552 2 R330555 2 R330555 2 R330555 2 R330555 2 R330556 2 R330557 2 R330558 2 R330559 2 R330560 2 R330561 2 R330562 2	1018 BETENBOUGH HOMES INC 1018 BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423 13808 AVE V, LUBBOCK, TX 79423 13810 AVE V, LUBBOCK, TX 79423 13812 AVE V, LUBBOCK, TX 79423 13814 AVE V, LUBBOCK, TX 79423 13816 AVE V, LUBBOCK, TX 79423 13818 AVE V, LUBBOCK, TX 79423 13818 AVE V, LUBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 176 BELL FARMS L 177 BELL FARMS L 178 BELL FARMS L 179 BELL FARMS L 180 BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183	6129 6129 6129 6129 6129 6110 5417	0.140702 0.140702 0.140702 0.140702 0.140702 0.140266	21,452.00 21,452.00 21,452.00 21,452.00 21,452.00 21,452.00 21,385.00	Y Y Y Y
R330544 2 R330545 2 R330546 2 R330547 2 R330548 2 R330549 2 R330550 2 R330551 2 R330552 2 R330552 2 R330555 2 R330555 2 R330555 2 R330556 2 R330557 2 R330558 2 R330559 2 R330560 2 R330561 2 R330562 2 R330562 2	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423 13812 AVE V, LUBBOCK, TX 79423 13814 AVE V, LUBBOCK, TX 79423 13816 AVE V, LÜBBOCK, TX 79423 13818 AVE V, LÜBBOCK, TX 79423 13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LÜBBOCK, TX 79423 13817 VERNON AVE, LÜBBOCK, TX 79423	BELL FARMS L 178 BELL FARMS L 179 BELL FARMS L 180 BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183	6129 6129 6129 6129 6110 5417	0.140702 0.140702 0.140702 0.140702 0.140266	21,452.00 21,452.00 21,452.00 21,452.00 21,385.00	Y Y Y
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R330546 2: R330547 2: R330548 2: R330549 2: R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330557 2: R330558 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423 13814 AVE V, LUBBOCK, TX 79423 13816 AVE V, LUBBOCK, TX 79423 13818 AVE V, LUBBOCK, TX 79423 13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 179 BELL FARMS L 180 BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183	6129 6129 6110 5417	0.140702 0.140702 0.140266	21,452.00 21,452.00 21,385.00	Y
R330547 2: R330548 2: R330549 2: R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13816 AVE V, LÜBBOCK, TX 79423 13818 AVE V, LÜBBOCK, TX 79423 13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LÜBBOCK, TX 79423 13817 VERNON AVE, LÜBBOCK, TX 79423	BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183	6110 5417	0.140266	21,385.00	
R330547 2: R330548 2: R330549 2: R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330557 2: R330558 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13816 AVE V, LÜBBOCK, TX 79423 13818 AVE V, LÜBBOCK, TX 79423 13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LÜBBOCK, TX 79423 13817 VERNON AVE, LÜBBOCK, TX 79423	BELL FARMS L 181 BELL FARMS L 182 BELL FARMS L 183	6110 5417	0.140266	21,385.00	
R330548 2: R330549 2: R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423 13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 182 BELL FARMS L 183	5417		The second secon	William I
R330549 2: R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13820 AVE V, LÜBBOCK, TX 79423 13819 VERNON AVE, LUBBOCK, TX 79423 13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 183				Y
R330550 2: R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423 13817 VERNON AVE, LUBBOCK, TX 79423			0.148783	18,960.00	
R330551 2: R330552 2: R330553 2: R330554 2: R330555 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423		5506	0.1264	22,684.00	Y
R330552 21 R330553 21 R330554 21 R330555 21 R330555 21 R330557 21 R330558 21 R330559 21 R330560 21 R330561 21 R330562 21	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC		BELL FARMS L 185	The second secon		19,271.00	Y
R330553 21 R330554 21 R330555 21 R330556 21 R330557 21 R330558 21 R330559 21 R330560 21 R330561 21 R330562 21	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC		BELL FARMS L 186		0.128558	19,600.00	Y
R330554 2: R330555 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	018 BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423			0.128558	35,299.00	Y
R330555 2: R330556 2: R330557 2: R330558 2: R330559 2: R330560 2: R330561 2: R330562 2:	OTO DELETADOCOGLI LICINICA HAC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187		0.128558	19,600.00	Y
R330556 20 R330557 21 R330558 21 R330559 21 R330560 20 R330561 20 R330562 20	018 BETENBOUGH HOMES INC	The state of the s	BELL FARMS L 188		0.128558	19,600.00	Y
R330557 21 R330558 21 R330559 21 R330560 20 R330561 20 R330562 20	018 BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423 13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189		0.128558	19,600.00	Y
R330558 20 R330559 20 R330560 20 R330561 20 R330562 20	018 REIGH, LAURA E		BELL FARMS L 190		0.128558	19,600.00	Y
R330559 20 R330560 20 R330561 20 R330562 20		13805 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 191		0.128558	86,312.00	Y
R330560 20 R330561 20 R330562 20	018 BETENBOUGH HOMES INC 018 BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192		0.128558	100,573.00	Y
R330561 20 R330562 20		13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193	を 100 mm と	0.126584	19,299.00	Y
R330562 20	018 BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194		0.135445	20,650.00	Y
Agricult Constitution of the Agriculture	018 BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195		0.128558	19,600.00	Y
N 7 2 1 2 1 2 1	018 BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196	Committee of the Commit	0.128558	19,600.00	Y
	018 BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197		0.128558	19,600.00	Y
Control of the Contro	018 BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198		0.128558	19,600.00	Y
	018 BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199	5040	0.115702	17,640.00	Y
	018 BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200	5600	0.128558	19,600.00	Y
	018 BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201	5600	0.128558	19,600.00	Y
R330568 20	018 BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202	5599	0.128535	19,597.00	Y
	018 BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203	5590	0.128329	19,565.00	Y
	018 BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204	7656	0.175758	26,796.00	Y
	018 BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205	The contract of the contract o	0.141414	21,560.00	Y
	018 RANDALL, JODY COFER	13813 AVE W, ĽUBBOCK, TX 79423	BELL FARMS L 206		0.128558	114,403.00	Ý
The second secon	018 BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207	22 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	0.141414	21,560.00	Y
	D18 BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208	Company of the Park of the Par	0.141414	21,560.00	Y
	018 BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209		0.141414	21,560,00	Ý
	D18 BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210		0.128558	19,600.00	Ý
	D18 BETENBOUGH HOMES INC	13803 AVE W, LÜBBOCK, TX 79423	BELL FARMS L 211	The second of th	0.141414	21,560.00	Ÿ
330578 20	D18 BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212	2009 2000	0.137971	21,035.00	Y
330579 20	018 BETENBOUGH HOMES INC	13802 AVE W, LÜBBOCK, TX 79423	BELL FARMS L 213		0.137971	21,042.00	Y
	D18 BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214		0.141414	21,560.00	Y
	018 BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215		0.128558	19,600.00	Y
ed to the ST De Statement Store of the	Control of the Contro	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216		0.141414	And the second of the second o	4 10 10 10 10 10 10 10 10 10 10 10 10 10
330583 20	018 BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217	CONTRACTOR OF THE PARTY OF THE	0.141414	21,560.00 21,560.00	Y

R331035 R331292	K33U633	R330632	K330631	R330630	R330629	R330628	R330625	R330624	R330623	R330620	R330619	R330616	R330615	R330614	R330613	R330617	R330610	R330609	R330608	R330607	R330606	R330605	R330604	R330603	R330602	R330601	R330599	R330598	R330597	R330596	R330595	R330594	R330593	K330591	K330590	R330589	R330588	R330587	R330586	R330585	R330584	QuickRef dHocTaxYe
2018 BETENBOUGH HOMES INC 2018 BETENBOUGH HOMES INC	BETENBOUGH HOMES	BE I ENBOUGH HOMES	BETENBOUGH HOMES	BETENBOUGH HOMES	2018 BETENBOUGH HOMES INC	SHAPES .		2018 MYFATDOG HOLDINGS LLC					BETENBOUGH HOMES	BETENBOUGH HOMES	BETENBOLIGH HOMES	BETENBOLICH HOMES	2018 BETENBOUGH HOMES INC	2018 RIVAS MEGHANN & KIMBERLY P	2018 SIMMONS KEVIN & HALEIGH	BETENBOUGH HOMES	2018 BETENBOUGH HOMES INC	PROPERTY OF		BETENBOUGH HOMES			BETENBOUGH HOMES	2018 BETENBOUGH HOMES INC					2018 BETENBOUGH HOMES INC	2018 BETENBOUGH HOMES INC		BETENBO	ocTaxYe Owner/Name					
	2101 1391H 51, LUBBUCK, 1X /9423	1391H S1, LUBBOCK, IX	139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	LUBBOCK, TX	2111 139TH ST, LUBBOCK, TX	2117 139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	139TH ST, LUBBOCK, TX	139TH ST. LUBBOCK, TX	139TH ST. LUBBOCK, TX	139TH ST HIBBOOK	139TH ST IBBOCK TY	erscand in	1000			ヹ	LUBBOCK, TX	LUBBOCK, TX	LÚBBOCK, TX	AVE LUBBOCK TX	13810 WACO AVE, LUBBOCK TX 79423	1 2	LUBBOCK, TX	LUBBOCK, TX	LUBBOCK, TX	WACO AVE, LUBBOCK, TX	WACO AVE LUBBOCK TX	13807 WACO AVE HIBBOCK TX 79423	WACO AVE, LUBBOCK, IX	WACO AVE, LUBBOCK, TX	1	13817 WACO AVE, LUBBOCK, TX 79423	13818 AVE W, LUBBOCK, TX 79423	20200	(600)39	13812 AVE W, LUBBOCK, TX 79423	Situs
BELL FARMS LUBBOCK SOUTH BELL FARMS LUBBOCK SOUTH		í.		BELL FARMS L 264	-	FARMS L	FARMS [-	-	-	-		FARMS	FARMS	BEIL EVBING 1 242	EADING L	FARMS L	-	BELL FARMS L 242	FARMS L	-	FARMS L	FARMS	FARMS	BELL FARMS L 236	BELL FARMS I 735	FARMS L	_	_	FARMS L	- 1	FARMS	BELL FARMS L 226		FARMS	FARMS	-	BELL FARMS L 221	FARMS L	FARMS L		l'egal Description
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26,523.00 1,546.00	20,136.00	20,419.00	20,419.00	20,419.00	20,083.00	78,310.00	65.735.00	74,476.00	68,351.00	105.229.00	66,729,00	28 609 00	22,400.00	22,400.00	22,460.00	22,460.00	22,460.00	104,291.00	129,291.00	27,864.00	68,114.00	49.375.00	29,411.00	29,000,00	20,715.00	121,437.00	119,443.00	114,560.00	112,593.00	21,046.00	21.560.00	87 858 00	21,560.00	19,600.00	21,560.00	92,205.00	26,271.00	26,502.00	21,560.00	19,600.00	21 560 00	Townkla
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Proposed Bell Farms PID 2018 Preliminary Roll

ukkRef	dHocTaxYe Owner Name	Situs	Legal Description	SftLandSize		To takin	Petition
331293	2018 STOREHOUSE LAND COMPANY	Jicus.	BLK E SEC 16 AB 1178 TR A2	Sicramosisa	Acres 106.397	Taxable	Received
331294	2018 BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A		0.658	1,063,970.00	Y
331295	2018 BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B		64.699	658.00	Y
331296	2018 BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A			646,990.00	
331297	2018 STOREHOUSE LAND COMPANY	79423	BLK E SEC 16 AB 1000 TR CSA BLK E SEC 16 AB 1179 TR D1		91.327	913,270.00	Y
329200	2018 BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41	0103	152.031	631,175.00	Y
329201	2018 GOODNIGHT ADAM &	13607 VERNON AVE. LUBBOCK, TX 79423	BELL FARMS L 42	ACCORDANGE 112	0.188062 0.156428	28,672.00	Y
		13007 YEMMON AYE, 20000CK, 1X 73423	DELLI MINIS E 42	0014	0.130420	175,148.00	0411
329161	2018 KRUSE, DONALD	13616 AVE U, LUBBOCK, TX 79423	BELL FARMS L 2	5049	0.115909	95,337.00	
329163	2018 MCBRAYER OTIS L & TOMMIE S	13612 AVE U, LUBBOCK, TX 79423	BELL FARMS L 4		0.116208	108,470.00	
329169	2018 VILLARREAL JOSHUA JOSE &	13601 UVALDE AVE, LÜBBOCK, TX 79423	BELL FARMS L 10		0.188062	204,437.00	
329170	2018 HUDDLESTON LAWRENCE A &	13603 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 11		0.129178	156,697.00	
329171	2018 MEDINA STEVEN JUAN &	13605 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 12		0.124564	139,645.00	
329173	2018 BRYANT, BRENT	13609 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 14		0.124564	135,492.00	
329174	2018 BLEDSOE, SHELBY	13611 UVALDE AVE, LÜBBOCK, TX 79423	BELL FARMS L 15		0.124564	129,941.00	
329175	2018 WIGGINS, BRITTANY	13613 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 16		0.138407	150,672.00	
	•		522511 11.01.0 2.20	JOLS	0.230407	130,072.00	
329176	2018 RODRIGUEZ-LOPEZ JOSE &	13615 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 17	6645	0.152548	175,098.00	
329177	2018 SCHRECKER, JESSICA B	13616 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 18	6721	0.154293	152,998.00	
329178	2018 BENTANCOURT JESUS & BOBBIE	13614 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 19		0.138407	160,535.00	
329179	2018 PARK DAVID & SHERYL	13612 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 20		0.124564	112,787.00	
329180	2018 ESTRADA REY H & AIDE	13610 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 21		0.124564	122,692.00	
329181	2018 SCHAEFER HARRISON &	13608 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 22		0.124564	129,941.00	
	KINARD MACKENZI & EMILY						
1329186	2018 BROWN	13603 AVE V, LUBBOCK, TX 79423	BELL FARMS L 27	5627	0.129178	163,564.00	
329188	2018 JOHNSON, SIERRA	13607 AVE V, LUBBOCK, TX 79423	BELL FARMS L 29	5426	0.124564	135,492.00	
329192	2018 POLUHOWICH JOHN & ROBERTA	13615 AVE V, LUBBOCK, TX 79423	BELL FARMS L 33	6785	0.155762	136,522.00	
329193	2018 VEGA SERENA LEE & DANIEL	13616 AVE V, LUBBOCK, TX 79423	BELL FARMS L 34		0.15753	167,886.00	
329194	2018 DEHOOG, LEANN	13614 AVE V, LUBBOCK, TX 79423	BELL FARMS L 35	6029	0.138407	150,672.00	
329195	2018 BURGESS TINA & ROBERT N II	13612 AVE V, LUBBOCK, TX 79423	BELL FARMS L 36	5426	0.124564	129,941.00	
329196	2018 STITH MICHAEL SHANE &	13610 AVE V, LUBBOCK, TX 79423	BELL FARMS L 37		0.124564	122,692.00	
329197	2018 BRONSON JACK BERNARD &	13608 AVE V, LUBBOCK, TX 79423	BELL FARMS L 38		0.124564	130,047.00	
329198	2018 REGALADO GERARDO &	13606 AVE V, LUBBOCK, TX 79423	BELL FARMS L 39		0.124564	128,606.00	
329199	2018 GALYEAN, MELISSA	13604 AVE V, LUBBOCK, TX 79423	BELL FARMS L 40		0.129178	166,574.00	
329203	2018 SLAY, JEROD LANCE	13611 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 44		0.128558	159,033.00	
329205	2018 FOLSOM DAKOTA CHASE &	13615 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 46		0.128558	149,074.00	
329206	2018 CHESTNUT MICHAEL R & JANICE	13617 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 47		0.115702	121,341.00	
329208	2018 MURPHY STEVEN J & SHAREKA L	13621 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 49		0.152594	167,134.00	
329210	2018 WELCH, TINA RAE	2133 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 51		0.132002	149,599.00	
329211	2018 SIMEK MARK JOSEPH & ERIKA	2131 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 52		0.132002	79,324.00	
329212	2018 WEATHERFORD BRANDON	2129 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 53		0.118802	125,566.00	
329216	2018 HERNANDEZ MICHAEL &	2121 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 57		0.132002	166,731.00	
329217	2018 RAINWATER TYRON & ERICA	2119 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 58		0.132002	138,916.00	
			No.				
329222	2018 CASTILLO, MARY LUPE	2109 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 63	5175	0.118802	140,916.00	
329223	2018 CARPENTER, CANDY	2107 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 64		0.132002	181,739.00	
329227	2018 MARTINEZ-MANZANARES	2102 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 68	6176	0.141781	173,258.00	

Proposed Bell Farms PID 2018 Preliminary Roll

whole Dof	HocTaxYe Owner Name						Petition
R329228		Situs	Legal Description	SftLandSize		Taxable	Receive
1329229	2018 GONZALEZ JESUS & AMY 2018 FORTENBERRY TEE & SHEILA	2104 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 69	5750	0.132002	164,572.00	
329230		2106 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 70		0.132002	158,321.00	
329231	2018 BARTHOLOMEW ELEANOR &	2108 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 71		0.118802	129,063.00	
	2018 SIMPSON MACIE D & NICHOLAS	2110 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 72	5750	0.132002	173,363.00	
1329232	2018 MARTIN BRIAN ANTHONY &	2112 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 73		0.132002	173,268.00	
1329233	2018 COTE THOMAS & DEBBIE	2114 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 74	5750	0.132002	155,886.00	
329234	2018 HUEY KATHERINE T & LON J	2116 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 75		0.118802	144,912.00	
329237	2018 SMITH, LISA	2122 136TH ST, LÜBBOCK, TX 79423	BELL FARMS L 78	5750	0.132002	170,243.00	
329240	2018 POOLE BRETT ALLAN & JESSICA	2128 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 81		0.132002	149,695.00	
329241	2018 PERKINS BRENT & KAMMI	2130 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 82		0.132002	159,558.00	
329243	2018 BREAKFIELD JASON LEE &	2134 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 84		0.132002	157,127.00	
329245	2018 WHITE JOHN C & NITA D	13602 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L'86		0.146166	166,154.00	
329246	2018 JLS ENDEAVORS LLC	13604 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L'87		0.128581	123,305.00	
329248	2018 HAYES AMANDA S & COLBY	13608 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 89		0.115702	125,093.00	
329251	2018 SUBEDI SUDAN & BINDYA &	13614 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L'92		0.128558	156,602.00	
329252	2018 CHERIAN, HOLLY	13616 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 93		0.126336		
329253	2018 HERNANDEZ, LAWRENCE	13618 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 94		0.115702	134,235.00	
329254	2018 JOHNSON ALLEN P & KAYLA N	13620 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L'95	5040	0.113702	125,093.00	
329255	2018 SOTO JUAN F'& JOSIE M	13622 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 96	5000	0.128558	173,704.00	
329256	2018 ZANT SCOTT & MICHELLE	13619 AVE W, LUBBOCK, TX 79423	BELL FARMS L 97		0.138017	99,145.00	
329258	2018 GIESBRECHT STEVEN D & HELEN	13615 AVE W, LODDOCK, TA 75423	BELL FARMS L 99		0.138085	158,055.00	
329259	2018 FORD, SHANIQUA L	13613 AVE W, LUBBOCK, TX 79423			0.128558	138,391.00	
329261	2018 FRANCE GÁRÝ WILSON & PÁULA	13600 AVE W HIBBOOK TV 70423	BELL FARMS L 100		0.128558	155,032.00	
329262	2018 WATSON CARLTON O &	13607 AVE W, LUBBOCK, TX 79423	BELL FARMS L 102		0.129936	177,334.00	
329263	2018 BRUCCOLIERE DANIEL C &	13605 AVE W, LUBBOCK, TX 79423	BELL FARMS L 103		0.136157	177,202.00	
329264	2018 REESE TYLER WAYNE &		BELL FARMS L 104		0.140863	149,983.00	
329265		13603 AVE W, LUBBOCK, TX 79423	BELL FARMS L 105		0.148623	156,659.00	
329266	2018 BRITO EVELIO & ROSAISELA	13601 AVE W, LUBBOCK, TX 79423	BELL FARMS L 106		0.162971	191,454.00	
329267		13602 AVE W, LÜBBOCK, TX 79423	BELL FARMS L 107		0.169192	129,452.00	
329268	2018 MORALEZ GEORGE & SHERI	13604 AVE W, LUBBOCK, TX 79423	BELL FARMS L 108		0.164555	169,535.00	
329269	2018 TOVAR MANUEL & MICHELE M	13606 AVE W, LUBBOCK, TX 79423	BELL FARMS L 109	6644	0.152525	175,227.00	
	2018 JLS ENDEAVORS LLC	13608 AVE W, LUBBOCK, TX 79423	BELL FARMS L 110	5593	0.128398	142,379.00	
329271	2018 JAHN, GARRETT DOUGLAS	13612 AVE W, LUBBOCK, TX 79423	BELL FARMS L 112	5722	0.131359	154,027.00	
- 1	JOHNSON MICHAEL B & ALYSSA						
329272	2018 B DAVIS	13614 AVE W, LUBBOCK, TX 79423	BELL FARMS L 113	5040	0.115702	144,439.00	
			22217111100 2 223	3040	0.113702	144,455.00	
329273	2018 CHAVEZ, BRANDON	13C1C AVE IN LURDOCK TV 70422	2511 512151 111				
329274	2018 SHEN HUI & LIQIN	13616 AVE W, LUBBOCK, TX 79423	BELL FARMS L 114		0.128558	163,536.00	
329275	: 그리네 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :	13618 AVE W, LUBBOCK, TX 79423	BELL FARMS L 115		0.115702	121,341.00	
	2018 BROOME JORDAN G & LINDSAY	13620 AVE W, LUBBOCK, TX 79423	BELL FARMS L 116	5600	0.128558	157,784.00	
329279	2018 PAYNE, KARISA	13615 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 120	5040	0.115702	121,903.00	
329280	2018 RUGERS SPENCER & SAMANTHA	13613 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 121	5122	0.117585	134,428.00	
329281	2018 MARTINEZ ROGER P & SELINA M	13611 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 122		0.137213	150,394.00	
329282	2018 ELSEY JEREMIE & ILEANA &	13609 WACO AVE, LUBBOCK, TX 79423	BELEFARMS L 123		0.149564	150,007.00	
329283	2018 HAYES, MARILYN K	13607 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 124		0.145592	123,480.00	
129286	2018 WOODARD, MICHAEL	13601 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 127		0.128558	149,170.00	
329288	2018 THOMPSON, AMY A						

Proposed Bell Farms PID 2018 Preliminary Roll

QuickRef	dHocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
	1	MBENKUM SIMEON G & ARIANE			To read to order	710103	TBAGOIC	HEGGIVEU
R329291	2018	E KOUASSI	13614 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 132	6929	0.159068	181,240.00	:2
		PYRON KAYLA MARIE &				0.20000	101,240,00	
R330617		BRANDON GLENN	2133 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 251	6392	0.14674	83,316.00	
R330618		CHOWNING LUKE & ABIGAIL	2131 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 252	5834	0.13393	78,683.00	
R330621			2125 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 255	5250	0.120523	65,800.00	
R330622 R330626			2123 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 256	5834	0.13393	111,118.00	
K33U020	2018	IAD SA INVESTMENTS LLC	2115 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 260	5250	0.120523	67,702.00	
R330627	2018	RCJC PROPERTIES LLC	2113 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 261	5250	0.120523	68,303.00	
					_	453.3798	\$ 26,418,566.00	
		Petitions Received			97.44%	441.77	13,967,214.00	52.87%
	- 1	No Petitions			2.56%	11.61	12,451,352.00	47.13%

EXHIBIT 1

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

THE STATE OF TEXAS

8

CITY OF LUBBOCK

8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONER(S):

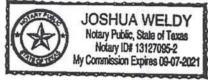
Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS

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8

COUNTY OF LUBBOCK



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

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

Notary Public Signature

Proposed Bell Farms PID





Exhibit "C"

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

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

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

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

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

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

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

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

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

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

Exhibit "C"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "C"

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

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

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

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

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

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

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

Exhibit "B"

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

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

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	R330564	2018 BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198	
	R330565	2018 BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199	4.4
	R330566	2018 BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200	() Z
	R330567	2018 BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201	
	R330568	2018 BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202	1
	R330569	2018 BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203	
	R330570	2018 BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204	
	R330571	2018 BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205	
	R330573	2018 BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207	
	R330574	2018 BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208	
	R330575	2018 BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209	
	R330576	2018 BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210	
	R330577	2018 BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211	
	R330578	2018 BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212	
_	R330579	2018 BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213	
	R330580	2018 BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214	
9	R330581	2018 BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215	
EXHIBIT	R330582	2018 BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216	· · · · ·
ш	R330583	2018 BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217	
	R330584	2018 BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218	
	R330585	2018 BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219	THE SHARESTERN TO A SECOND
	R330586	2018 BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220	
	R330587	2018 BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221	
	R330588	2018 BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222	
	R330590	2018 BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224	
	R330591	2018 BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225	
	R330592	2018 BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226	
	R330593	2018 BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227	
	R330594	2018 BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228	
	R330595	2018 BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229	-
	R330596	2018 BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230	
	R330597	2018 BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231	
	R330598	2018 BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232	

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

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



April 5, 2018

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

RE: Bell Farms, Public Improvement District

Dear Honorable Mayor and City Council;

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

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

- 1. Betenbough has purchased/optioned almost 640 acres. We have currently, to date, closed 100 homes. Betenbough plans to invest 1.25 million in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have employees that are home owners in this community currently. We have a heavily vested interest in making this PID healthy and self-sufficient.
- 5. If there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have



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

- 6. Map of the area is attached to this email and is to be added to the petition.
- 7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.
- 8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.
- 9. Each parcel of City-owned land will be identified as a "Tract" at time of platting. Currently, only Tract B of Bell Farms Lubbock South Office is platted.
- 10. General description of proposed improvements in Section 2 of the petition.
- 11. The estimated total cost of the improvements is approximately \$1,250,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately \$185,629.65 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".
- 12. Budget is attached in the service plan.
- 13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at \$.123 per \$100.00 valuation.
- 14. Documentation of liability insurance will be attached to this letter.
- 15. Addressed in Section 6 of the petition.
- 16. Addressed in Section 5 of the petition.



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

Chris Berry

Development

Betenbough Homes

Air Borns

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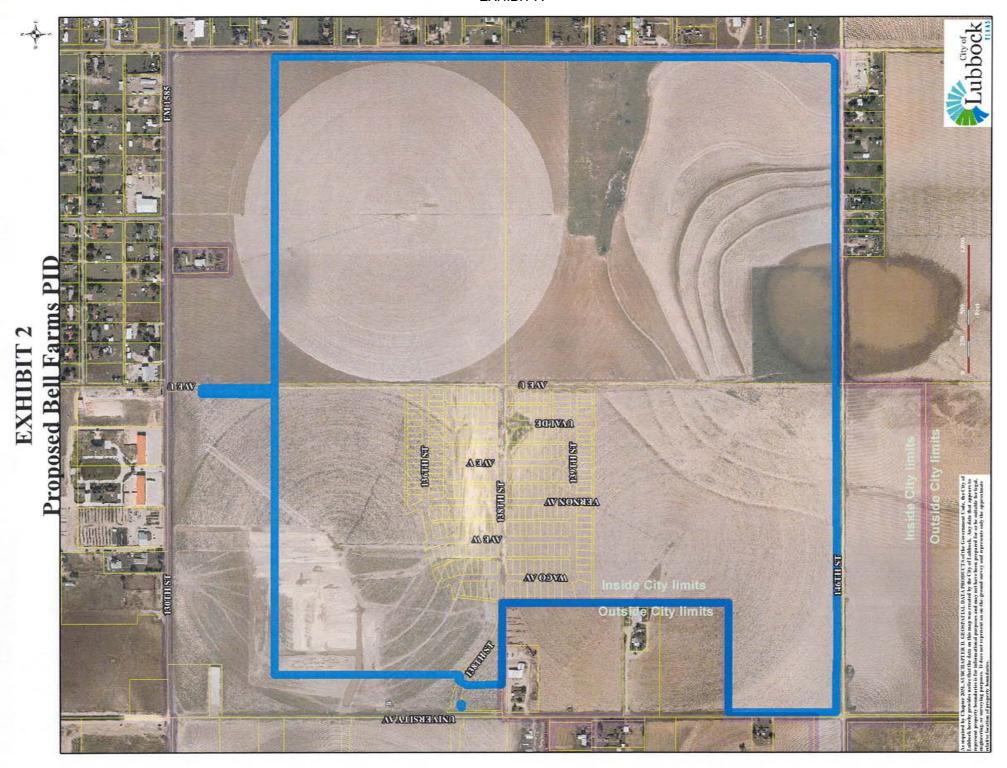


EXHIBIT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 3

Bell Farms PID Method of Assessment

- Properties will be assessed based on the City's 2018 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment rate will be \$0.12/\$100 valuation
- * All property will be assessed based on the final 2018 "net taxable value".

Bell Farms PID Proposed Service Plan

				PROPOSED			
	TAX YEAR	2018	2019	2020	2021	2022	Total
PROPERTY VALUES	Estimated No. of Homes Closed	100	225	225	200	225	97
	Property Values*	26,418,566	60,696,937	95,660,876	127,574,094	163,875,575	35
	Discounted Property Values	23,776,709	54,627,244	86,094,788	114,816,684	147,488,018	0.
FISCAL YEAR REVENUES	_	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
	Interest	\$ -	713	2,145	3,786	6,283	12,928
	0.12 Assessment @ \$0.12	28,532	65,553	103,314	137,780	176,986	512,164
	Total Revenue	\$ 28,532	66,266	105,459	141,566	183,269	525,092
EXPENSES							
Park 1 Maintenance							
Park on 137th/138th by Lift Sta	tion (1 acre)	s -		9,600	9,792	9,988	29,380
Park 2 Maintenance		70		2,000	2,224	7,700	27,300
Pocket Park SW/4		20	- 1	2,400	2,448	2,497	7,345
Park 3 Maintenance				Sections.	50 6 05-68	0780000	100000
Park Located in NW/4		20	19	12	2,400	2,448	4,848
Park 4 Maintenance						100	
Playa Lake Park (9 acres approx	x)	20	- 8	9	2	65,280	65,280
Park 5 Maintenance							
Apprx 1/2 Acre Park in NE/4		25	12	8	3	-	
Park 6 Maintenance						***	
Apprx 1/2 Acre Park in SE/4		€.		-			
Signage							
Neighborhood Entry Signs		*8	88	1,000	1,000	1,000	3,000
Common Green Space Mainte	enance						
Walking Paths to Connect Park	s (Path and Landscape)	85	19		Œ	2	
Electric Cost for Park Lightin							
Proposed parks 1,4			87	1,800	1,836	1,873	5,509
Electric Cost for Irrigation							
Proposed Parks 1,4		-	3	1,380	1,408	1,436	4,223
Electric Cost for Irrigation							
Proposed Parks 2,3,5,6		21	32	14,400	14,688	14,982	44,070
Administrative Costs							
			4,500	4,587	3,357	9,950	22,394
Annual Operation Costs				07.7285	65223	200	32700
Capital Outlay (Developer)		*	4,500	4,635	4,774	4,917	18,826
Cupital Odnay (Developer)	Total Expenditures	s -	9,000	39,802	41,703	114,371	204,875
							201,075
		S 28,532	85,798				

^{*}Property Value growth rate = 2% annually

^{**}Expense growth rate = 2% annually

S	120.00
	s

Exhibit B

City of Lubbock, TX Finance Department Bell Farms Public Improvement District Proposed 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment rate will be \$0.12/\$100 valuation
- * All property will be assessed based on the final 2023 "net taxable value".

Service Plan

Service Fian	,						
	Adopted	Proposed					
	Budget	Budget	Projected				
TAX YEAR	2022	2023	2024	2025	2026	2027	Totals
Property Values* (Taxable Values)	267,018,867	352,284,009	389,329,689	426,141,283	461,664,109	500,897,391	500,897,391
Discounted Property Values (95%)	240,316,980	334,669,809	369,863,205	404,834,219	438,580,903	475,852,521	475,852,521
FISCAL YEAR REVENUES	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Totals
Interest	3,627	11,831	15,539	20,640	27,169	35,119	\$ 113,926
Assessment @ \$0.12	288,380	401,604	443,836	485,801	526,297	571,023	 2,716,941
Total Revenue	292,007	413,435	459,375	506,441	553,466	606,142	\$ 2,830,867
EXPENSES							
1-Acre Park - 2355 138th Street	31,050	20,000	20,400	20,808	21,224	21,649	\$ 135,131
Pocket Park 1 - 14001 Avenue W	6,975	12,500	12,750	13,005	13,265	13,530	72,026
Pocket Park 2 - 2124 135th Street	6,975	12,500	12,750	13,005	13,265	13,530	72,026
Playa Lake Park - 1912 146th St. / 14307 Avenue U	82,500	85,000	86,700	88,434	90,203	92,007	524,843
Basin Park Maintenance- 13525 Sherman Avenue	-	24,000	24,480	24,970	25,469	25,978	124,897
Walking Trail - Avenue U	-	15,000	15,300	15,606	15,918	16,236	78,061
Entry Sign - Loop 88 & Avenue U	5,000	5,000	5,100	5,202	5,306	5,412	31,020
Entry Sign - University Ave & 138th St	-	5,000	5,100	5,202	5,306	5,412	26,020
Public Fencing	5,000	6,000	6,120	6,242	6,367	6,495	36,224
Repairs	15,000	30,000	30,600	31,212	31,836	32,473	171,121
Public Improvement Projects	25,000	25,000	25,500	26,010	26,530	27,061	155,101
Park Equipment Maintenance	15,000	15,000	15,300	15,606	15,918	16,236	93,061
Electric Cost	10,000	15,000	15,300	15,606	15,918	16,236	88,061
Water Cost	10,000	12,000	12,240	12,485	12,734	12,989	72,448
Administrative Cost	14,821	15,335	15,642	15,955	16,274	16,599	94,625
Annual Operation Cost	6,457	10,153	10,356	10,563	10,774	10,990	59,294
Total Expenditures	233,778	307,488	313,638	319,911	326,309	332,835	\$ 1,833,958
Cash Reserves	\$ 338,036	443,983	589,721	776,252	1,003,409	1,276,716	\$ 1,276,716

^{*}Property Value growth rate = 2% annually

Assessment Information for \$100,000 home = \$120

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Bell Farms Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Bell Farms Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

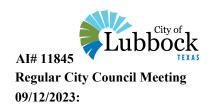
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision (iv) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately \$1,600,180 over the next five (5) years. The estimated annual cost rises from \$307,488 in FY 2023-24 to \$332,835 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.12 per \$100.00 of valuation through tax year 2027.

Boundaries. The District is located within the City of Lubbock, Texas. The proposed Bell Farms Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 133rd Street on the north, 146th Street on the south, Avenue P on the east, and University Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown**, **City of Lubbock Business Development Department at 775-3082**.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0098, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Overton PID to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objection to the proposed assessment.

The proposed assessment rate for 2023 is \$0.18 per \$100 valuation. This is the same rate as 2022. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance, will be assessed for 2023. All property zoned single-family and two-family, will be assessed on a block-by-block basis as public improvements that will be maintained by PID funds are completed in that block.

The City Council is required to review the Service Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.18 per \$100 valuation. The revised service plan is included in the backup. Exhibit C is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments are deposited into a separate North Overton PID fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2023, based on preliminary values, is \$959,076.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance and Exhibits
North Overton PID Public Hearing Notice 2023

	ORDINANCE	NO.
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AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 9, 2003 the City Council passed Resolution No.2003-R0468, attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the North Overton Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan (the "Plan"), which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2023 Plan for the District; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District,

and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.18 per \$100.00 valuation for year 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements as set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance have been assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property are assessed on a block-by-block basis determined by the public improvements to be maintained by the District's funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll.

The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C, shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been

rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first read 2023.	ling on	,
Passed by the City Council on second re 2023.	eading on	 ,
ATTECT.	TRAY PAYNE, MAYOR	
ATTEST:		
Courtney Paz, City Secretary APPROVED AS TO CONTENT:		
RIKED		

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM: Kelli Leisure, Senior Assistant City Attorney

Ord, North Overton PID Assessment Ordinance 2023 August 22, 2023

Resolution No. 2003-R0468 October 9, 2003 Item No. 75

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, in North Overton generally bounded by the Marsha Sharp Freeway on the north, University Avenue on the west, Broadway on the south and the alley between Avenue R and Avenue Q on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Overton Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service, all in accordance with the Act; and

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

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

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

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

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of

the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 9th day of October, 2003, at 11:15 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

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

WHEREAS, all owners of property located within the proposed Tax Increment Financing Reinvestment Zone and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Overton Public Improvement District and/or the inclusion of their property in such Tax Increment Financing Reinvestment Zone; and

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

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

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

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

- a) That the public hearing on the advisability of authorizing the North Overton Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.
- b) That authorization of the proposed North Overton Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Overton Public Improvement District.
- c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately \$852,000 over the next five (5) years, and that the estimated annual cost rises from \$86,100 in the first year to \$254,700 in year five (5).
- d) That the costs are based on a proposed assessment rate of \$.15 per \$100.00 of valuation through year 2010, decreasing to \$0.10 per \$100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.
- e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

EXHIBIT A

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

SECTION 4: That the City Council shall be the governing board for the North Overton Public Improvement District.

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

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

PASSED by the City Council this _____ day of October, 2003.

T.J. PATTERSON

SENIOR COUNCIL MEMBER

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:

Linda L. Chamales

Supervising Attorney, Office Practice

LC:/Cityatt/Linda/NO PID findingz October 9, 2003 Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

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

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

Signature of person signing for owner		Date	
Printed name of owner			
Owner's printed name, if different from signer			
Signer's relation to owner, if not owner			
Signers mailing address			
Signer's day time phone number	<u> </u>)	
xecuting this petition, the foregoing person repre te the Petition on behalf of the property owner red at the following address(es) within the District ned sheet.	named al	MIA The seed	neted in all addison as
ed at the following address(es) within the District and sheet.	named all or at the	MIA The seed	neted in all addison as
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Property Adda STATE OF TEXAS (SPECIFIY IF OTHER) COUNTY OF LUBBOCK (SPECIFY IF OTHER) This instrument was ACKNOWLEDGED before m	ess(es)	addresses with	erty(-ies) of the over the District liste
ed at the following address(es) within the District sed sheet. Property Address STATE OF TEXAS (SPECIFIY IF OTHER)	ess(es) § § ethis	day of	erty(-ies) of the over the District liste

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

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

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

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

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

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

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

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

North Overton Public Improvement District Proposed Boundary Description Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

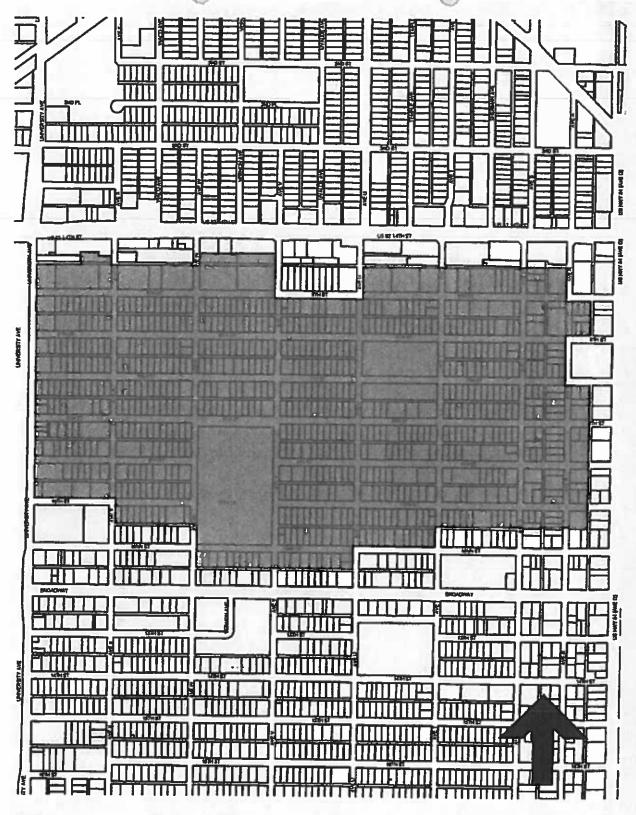
Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

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

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

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

Then west to the point of beginning.



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Public Improvement District Boundary North Overton Public Improvement District June 2003 Exhibit C

Exhibit B City of Lubbock, TX Finance Department

North Overton Public Improvement District Proposed 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2023 values, however, the actual assessment will be based on the final 2023 net taxable values.
- * Assessment will be \$0.18/\$100.00 valuation.
- * All property zoned commercial and high density residential under the City of Lubbock's Zoning Ordinance were assessed beginning January 1, 2004.
- * All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block, at the time public improvements to be maintained by PID funds are completed in that block, as of January 1 of the assessed year.

Adopted Dropesed

Service Plan

	Adopted	Proposed						
	Budget	Budget		Projec	ted			
Tax Year	2022	2023	2024	2025	2026	2027		Totals
Property Values (Taxable Values)	552,574,252	560,862,866	566,471,494	572,136,209	572,136,209	577,857,571		577,857,571
Discounted Property Values (95%)	524,945,539	532,819,722	538,147,920	543,529,399	543,529,399	548,964,693		548,964,693
Fiscal Year Revenues	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28		Totals*
Interest Earnings	34,557	55,838	38,734	29,716	21,023	•	\$	199,168
Assessment @ \$0.18	944,902	959,076	968,666	978,353	978,353	988,136		5,817,486
Total	979,459	1,014,914	1,007,400	1,008,069	999,376	1,007,436	Ş	6,016,654
Expenses								
Maintenance	567,600	500,000	510,000	520,200	530,604	541,216		3,169,620
Pioneer Park Maintenance	-	100,000	102,000	104,040	106,121	108,243		520,404
Repair	610,984	250,000	255,000	260,100	265,302	270,608		1,911,994
Public Improvement Projects	20,000	45,000	45,900	46,818	47,754	48,709		254,182
Park Equipment Maintenance	1,500	3,200	3,264	3,329	3,396	3,464		18,153
Electric Cost	20,000	28,000	28,560	29,131	29,714	30,308		165,713
Water Cost	64,000	70,400	71,808	73,244	74,709	76,203		430,364
Security	50,000	25,000	25,500	26,010	26,530	27,061		180,101
Administrative Cost	22,257	20,159	20,562	20,973	21,393	21,821		127,165
Annual Operating Cost	14,517	8,191	8,355	8,522	8,692	8,866		57,143
Total	1,370,858	1,049,950	1,070,949	1,092,368	1,114,215	1,136,500	\$	6,834,840
Cash Reserve	1,584,394	1,549,357	1,485,809	1,401,510	1,286,670	1,157,607	\$	1,157,607

^{*}Property Value growth rate = 2% annually

Assessment Information for \$100,000 Home = \$180

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the North Overton Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to review the 2023 assessment rate for property owners in the North Overton Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

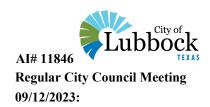
Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately \$5,463,982 over the next five (5) years. The estimated annual cost rises from \$1,049,950 in FY 2023-24 to \$1,136,500 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on an assessment rate of \$0.18 per \$100.00 of valuation through tax year 2027. Assessments to cover estimated costs of enhanced services and improvements will be applied only to newly developed areas during the early years, and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in those blocks.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The boundary includes a portion of the area between Fourth Street on the north, Avenue Q to the east, 1/2 block past Main Street on the south, and University Avenue to the west. A detailed map of the District and the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown**, **City of Lubbock Business Development Department at 775-3082**.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0099, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Point PID to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.14 per \$100 valuation. This is the same rate as 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.14 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right-of-way, maintain a walking trail, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2023, based on estimated values, is \$308,330.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer North Point PID Advisory Board

Attachments

Ordinance and Exhibits
North Point PID Public Hearing Notice 2023

ORDINANCE NO.	
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AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543, attached hereto as "Exhibit A," which made certain findings concerning the advisability of creating the North Point Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service and Assessment Plan (the "Plan") for the District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains an updated Plan for the District; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll and file it with the City Secretary; and, schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District,

and approve, adopt and file with the City Secretary an updated Assessment Roll (the "Roll" which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the Plan and Roll are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$.14 per \$100.00 of net taxable value through year 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known

address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this

section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on	, 2023.
Passed by the City Council on second reading on	, 2023.
TDAV PAVNE	MAVOR

ATTEST:
Courtney Paz, City Secretary
APPROVED AS TO CONTENT:
D. Blu Kostelich, Chief Financial Officer
APPROVED AS TO FORM:
Kelli Leisure, Senior Assistant City Attorney

Ord. North Point PID Assessment Ordinance 2023 August 22, 2023

Re lution No. 2004-R0543 October 28, 2004 Item No. 52

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act; and

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

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

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

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

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

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

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

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

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

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

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

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

- a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.
- b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.
- c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately \$430,352.00 over the next five (5) years, and that the estimated annual cost rises from \$15,456.00 in the second year to \$209,489.00 in year five (5).
- d) That the costs are based on a proposed assessment rate of \$0.14 per \$100.00 of valuation through year 2010, decreasing to \$0.04 per \$100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.
- e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

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

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

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

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

PASSED by the City Council this 28th day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director of Planning and Transportation

APPROVED AS TO FORM:

John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point October 19, 2004

SAMPLE

PETITION TO CREATE Resolution No. 2004-R0543 October 28, 2004 THE NORTH POINT Item No. 52 PUBLIC IMPROVEMENT DISTRICT

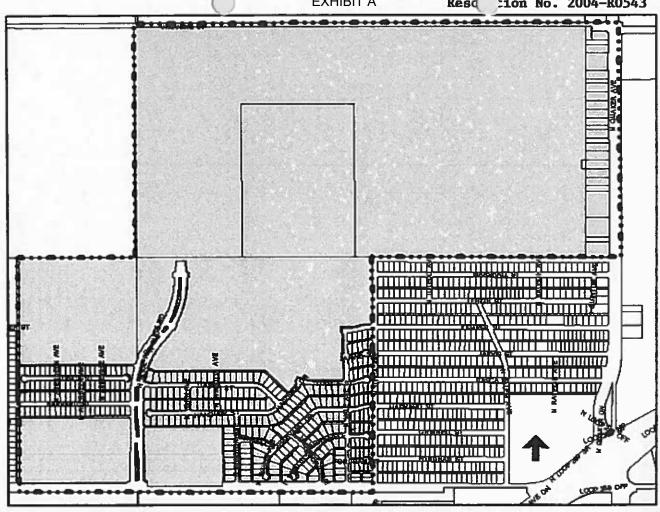
TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

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

LUBBOCK, TX 79416	
5240 ITASCA ST,	
executing this petition, the foregoing person repre- ecute the Petition on behalf of the property owner in ated at the following address(es) within the District ached sheet.	named above. The property/-ies) of the owner
Signer's day time phone number	
Signers mailing address	
Signer's relation to owner, if not owner	
Owner's printed name, if different from signer	
Printed name of owner	SIERRA PLATEAU LTD
	OLEDDA DI ATEALLIED

Please return the signed petition by <u>August 9, 2004</u> to: Rob Allison, Business and Neighborhood Development Manager, City of Lubbock, P O Box 2000, Lubbock, TX 79457.

> R301711 Located at: 5240 ITASCA ST, LUBBOCK, TX 79416 SIERRA PLATEAU LTD 7170 W WIND DR STE 101, EL PASO, TX 79912-1744



Proposed North Pointe Public Improvement District October 2004

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an assessment of \$0.14 per \$100 valuation, an owner with a property valued at \$100,000 would pay an assessment of only \$140 per year for maintaining the public improvement areas. It is expected that the assessment rate would be no more than \$0.14 per \$100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

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

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect January 1, 2005. The assessment would be available for review on October 1, 2004.

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

0,452

NORTH POINTE PID Proposed Revenue/Expense Worksheet

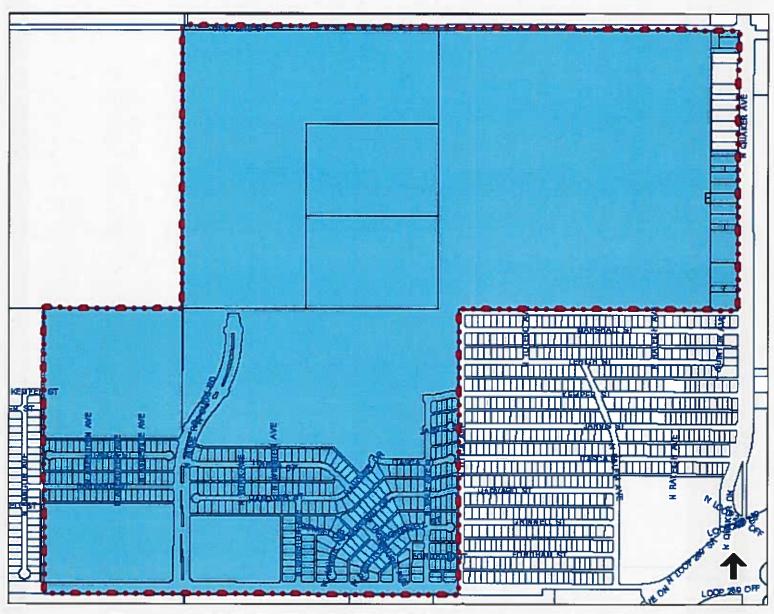
	2994	2996	2999	2007	2999	2000	2010	2011	2912	2913	Totals
AEVENA											
Property Velues*	13,800,000	57,378,000	128,023,520	187,043,000	249,284,870	297,770,560	303,725,879	309,800,499	315,996,509	322,316,430	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,635,192	100,427,800	238,218,454	242,980,783	247,840,399	252,797,207	257,853,151	257,853,151
Assessment @ \$0.14	9.40	+	15,458	64,261	141,146	209,489	279,190				709,552
Assessment @ \$0.04		-					,	95,297	97,192	89,136	291,615
Total		•	15,450	64,201	141,145	200,480	279,190	95,267	97,192	90,136	1,001,167
Expense-SIC*		-									
Side Road - right of way & median maintenance						2.7					
South of power lines, 5.75 acres @ \$2,356			13.672	14,149	14,432	14,721	15,015	15,310	15,622	15,935	119,063
South of power lines (developer)		13,600	,					10,010		10,000	13,000
North of power lines, 1.50 acres @ \$2,358	-		1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)		3,800	2.000				-,,	7,020	4,100	4,104	5,000
Rotation of color (3 rotations)			-,	12,485	12,734	12,000	13,248	13,514	13,784	14,000	92,818
Rotation of color (developer)		12,000	12,240	-		,2,000		10,014	13,754		24,240
Heighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	0.00		***	6.242	6,367	8,495	8,624	6,757	0,892	7,030	48,408
General Maintenence (developer)	-	4,000	8,120				-	•	-	.,	12,120
Hite & Bile Trails under stilly concerned											
50 ft. wide Breat track, 17.5 serve @ \$2,356		-		27,671	43,130	44,001	44,001	45,779	40,004	47,628	299,781
50 ft. wide Breat track (developer)		40,650	41,463	14,621	-	•	-	•	-		98,734
Canital Cutter											
Constr. of trail, 63,360 sq. it. @ \$3.50 = \$221,760		221,700	-	7-	-	-		•	-		221,710
Reimbursment from developer.		(207,610)	(61,911)	(14,621)							(374,142)
Reinburse developer for expenses					80,886	127,419	189,037				374,142
Total	•		15,458	64,291	141,145	200,489	209,748	85,385	87,893	88,835	991,413

ASSESSED RECORDS		
2994-3919 Accessment per \$100,000	1	148.00
2011-2013 Assessment per \$100,000		49.00

EXHIBIT A
Exhibit "B"

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

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



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

Exhibit B

City of Lubbock, TX Finance Department North Point Public Improvement District Proposed 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessme Assessment rate will be \$0.14/\$100 valuation
- * All proper All property will be assessed based on the final 2023 "net taxable value".

Service Plan

Tax Year

Property Values* (Taxable Values)
Discounted Property Values (95%)

Fiscal Year Revenues

Interest

Assessment @ \$0.14

Total

Expense

Median & Walking Track Maintenance Repairs Public Improvement Projects

Electric Cost

Administrative Cost

Annual Operating Cost

Total

Cash Reserve

Assessment Information for 100,000 home = \$140

Adopted	Proposed						
Budget	Budget		Projected				
2022	2023	2024	2025	2026	2027		Totals
209,995,191	231,827,390	236,463,938	241,193,217	246,017,081	250,937,423	2	250,937,423
199,495,431	220,236,021	224,640,741	229,133,556	233,716,227	238,390,551	238,390,551	
2022.22	2022 24	2022.24	2024.25	2025 20	2026.27		Tatala
2022-23	2023-24	2023-24	2024-25	2025-26	2026-27	_	Totals
12,529	20,899	13,009	15,416	17,947	20,606	\$	100,406
279,294	308,330	314,497	320,787	327,203	333,747		1,883,858
291,823	329,229	327,506	336,203	345,150	354,352	\$	1,984,263
125,000	150,000	153,000	156,060	159,181	162,365	\$	905,606
10,000	20,000	20,400	20,808	21,224	21,649		114,081
407,280	350,000	50,000	51,000	52,020	53,060		963,360
8,000	10,000	10,200	10,404	10,612	10,824		60,040
14,821	15,335	15,642	15,955	16,274	16,599		94,625
7,557	9,303	9,489	9,679	9,872	10,070		55,970
572,658	554,638	258,731	263,905	269,183	274,567	\$	2,193,683
597,101	371,692	440,467	512,765	588,731	668,517	\$	668,517

.

^{*}Property Value growth rate = 2% annually

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the North Point Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to review the 2023 assessment rate for property owners in the North Point Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately \$1,621,025 over the next five (5) years. The estimated annual cost decreases from \$554,638 in FY 2023-24 to \$274,567 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.14 per \$100.00 of valuation through tax year 2027.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown**, **City of Lubbock Business Development Department at 775-3082**.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0100, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Northwest Passage PID to speak in favor of, or in opposition to, the assessment to be levied in the Northwest Passage PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.15 per \$100 valuation, and does not change from 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.15 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Northwest Passage PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, including design, construction, and maintenance of parks and greens, together with structures, features or amenities, drainage improvements, acquisition and installation of art work, improvement of telecommunication and special supplemental services with related permits and licenses, as well as cover payment of cost of establishing, administering, and operating the PID. The District shall incur bonded indebtedness. The projected assessment that will be collected for 2023 is \$3,080.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance and Exhibits
Northwest Passage PID PID Public Hearing Notice 2023

ORDINANCE	NO.	
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AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2021-R0363 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Northwest Passage Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On November 1, 2021, the City Council passed Ordinance No. 2021-O0152, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The amended 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the amended service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.15 per \$100.00 valuation for tax years 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established herein, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named; and, with such lien being attached on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid; and, with such lien being perfected on attachment requiring no further action by the Council.

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: THAT all assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first re	, 2023.	
Passed by the City Council on second reading on		, 2023.
	TRAY PAYNE, MAYOR	
Courtney Paz, City Secretary		

21600

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Scnior Assistant City Attorney

ccdocs/ORD. Economic Development - Northwest Passage PID - Service Plan, Assessment Role, and Levy August 22, 2023

Exhibit A

Resolution No. 2021-R0363 Item No. 8.8 September 14, 2021

RESOLUTION

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to:

- (a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and
- (b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and
- (c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

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

WHEREAS, the Petition covers property within an area generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south, with such property being the development known as Northwest Passage, and a description and depiction of the property covered by the Petition is attached hereto and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the fourteenth (14th) day of September, 2021, at five (5:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and NOW THEREFORE:

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

- (a) That the public hearing on the advisability of authorizing the Northwest Passage Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Northwest Passage Public Improvement District; and
- (b) That authorization of the Northwest Passage Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Northwest Passage Public Improvement District for the general purpose of financing improvements and services related to:
 - (a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments. towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and
 - (b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and
 - (c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

- (c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Northwest Passage Public Improvement District through Fiscal Year 2025-26 is approximately five hundred sixteen thousand eight hundred thirty six dollars (\$516,836) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and
- (d) That the Costs will be paid by the proposed assessment rate of fifteen cents (\$0.15) per one hundred dollars (\$100) of valuation of property within the Northwest Passage Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and
- (e) That as to the apportionment of the Costs between the Northwest Passage Public Improvement District and the City, all the Costs will be paid by the Northwest Passage Public Improvement District through assessments on the property within the boundaries of the Northwest Passage Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Northwest Passage Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Northwest Passage Public Improvement District Advisory Board for the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Northwest Passage Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Northwest Passage Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Northwest Passage Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Northwest Passage Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Northwest Passage Public Improvement District, an election will be held for the Northwest Passage property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Northwest Passage Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Northwest Passage Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Northwest Passage Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

of this Resolution.
Passed by the City Council this 14th day of September, 2021.
STEVE MASSENGALE, MAYOR PRO TEM
ATTEST:
Rebedca Garza, City Secretary
APPROVED AS TO CONTENT: Luanum Ucud Brianna Gerardi, Director of Business Development
APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CITY OF LUBBOCK

COUNTY OF LUBBOCK

STATE OF TEXAS

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372,005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021), in the area known as Northwest Passage, as shown on the attached map; the petitioners own 100% of the area within the proposed Northwest Passage PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

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

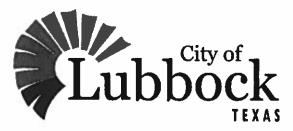
In witness whereof I have hereunto set my hand and affixed the official seal of said office the 13th day of August, 2021.

(City Seal)

Rebecta Garza
City Secretary

City of Lubbock

Lubbock County, State of Texas



Date:

August 12, 2021

To:

Becky Garza, City Secretary

From:

Cheryl Brock, Director of Financial Planning and Analysis

CC:

Blu Kostelich, Chief Financial Officer

Re:

Northwest Passage Public Improvement District Petition

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

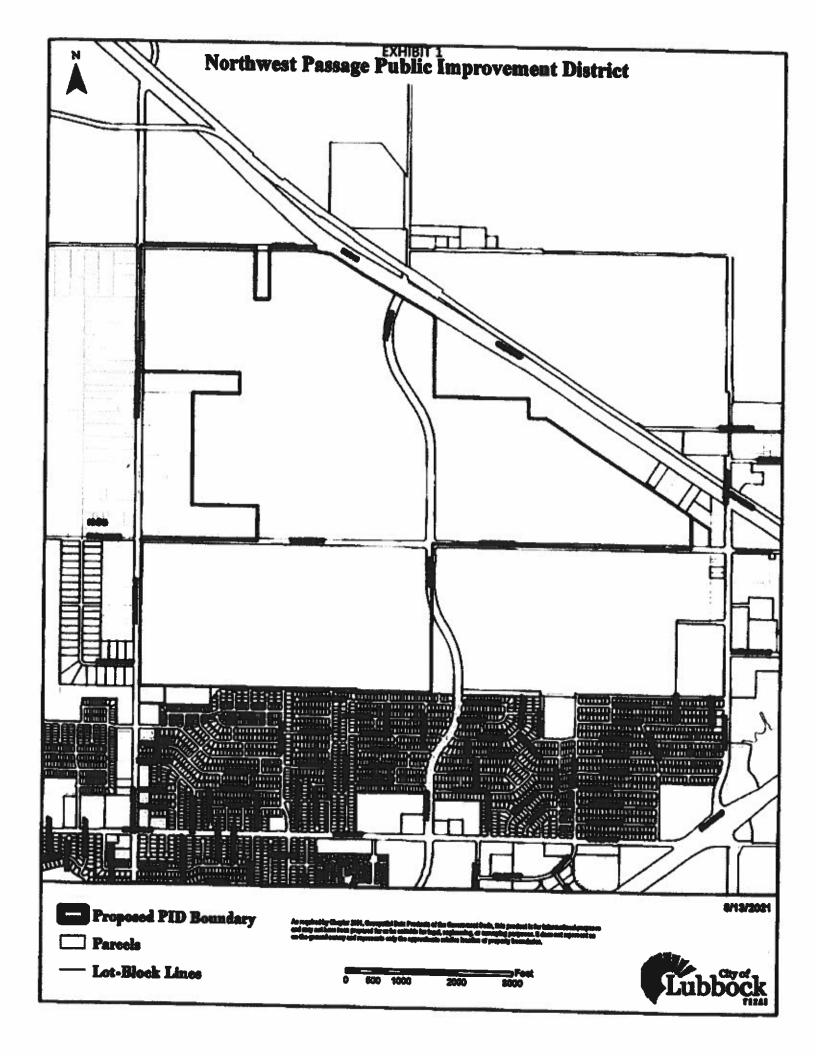
The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021). Since the petitioners, own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

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

The notarized signature on the Northwest Passage petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by GIS and Data Services.

EXHIBIT 1 Northwest Passage PID Projected Assessment Roll LCAD Roll 8-11-21

								; ,
N63099	HWP ED-S PROJECT LLC	1500 BROADWAY ST LUBBOCK, TX 79401	STE 1500		OUX JS SEC 11 AB 343 TR A AC 239.7	233.70	1,160,500	1,162,500
266307	NWP EB-8 PROJECT LLC	2500 BROADWAY ST LUBBOCK,TX 79401	STE 1500		BLK A SEC 34 AB 861 TR A OF S/ 2 ACS: 206.14	206.14	1,030,700	1,030,700
RB2421	NWP EB-S PROJECT LLC	1500 BROADWAY ST 13880CK,TX 79401	STE 1500	5001 URSULINE SY, LUBBOCK, TX 79416	BLK IS SEC 6 AB 3492 TR A 8: ASOF NW/4 AC: 182.606	152.61	757,939	757,939
RB2485	NWP EB-5 PROJECT LLC	1500 BROADWAY ST EUBBOCK,TX 79401	STE 1500	S201 URSULNEST, LUBBOCK, TX 79416	BLK IS SEC 6 AB 1516 TR B ACS: 184.12	154.12	779,600	770,600
R£3214	NWP EB-5 PROJECT LLC	1500 BROADWAY ST LUBBOCK,TX 79401	STE 1500	\$\$21 M CR 2000	BIK IS SEC 11 AS 343 TR 8 AC:245.49	245.49	1,273,530	1,273,930
						982.66	5,001,669	5.001.660





June 28, 2021

Cheryl Brock
City of Lubbock, TX
PO Box 2000
Lubbock, TX 79457

RE: Northwest Passage Public Improvement District

Dear Mrs. Brock:

Northwest Passage is a commercial development within the city limits of the City of Lubbock bound on the west by Frankford Avenue, the East by Quaker Avenue and the properties fronting on it, the North by Kent Avenue and the properties fronting on US Highway 84, and the South by the alley north of Marshall Avenue.

We are proposing to create a Public Improvement District (PID) to maintain the public improvements for Northwest Passage. This letter addresses the remaining petition requirements from the PID Policies and Guidelines.

- 1. Assurance of long-term backing and support from the developer: The developer commits to long-term backing and support of the PID through service on the PID Advisory Board, a proposed contract with the PID/City for acquisition of certain lands committed to improvements, and payment of PID assessments.
- 2. Procedures for Nomination of PID Advisory Board which will make recommendations to the City Council on the annual budget and long-term plans: The PID Advisory Board will be nominated by the property owners in the PID, by area.
- 3. Benefits of the PID to the affected property owners and to the City as a whole: The PID will benefit the affected property owners and the City of Lubbock by ensuring a well-maintained quality mixed-use development, creation of and maintenance of stormwater drainage (in conjunction with proposed City improvements of storm sewer from Quaker Avenue to an acceptable outfall to the north or east, creation of and maintenance of greenspace, and other acceptable PID improvements and expenditures.
- 4. Description of city-owned land within the district: Other than ROW and easement rights for utilities (and improvements in those), there are currently no city-owned properties within the boundaries of the PID. However, the City has improvements adjacent to the PID, including water treatment and an LP&L substation.





- 5. Draft PID operating budget listing estimated operating costs, maintenance costs, and administrative costs: Attached as Exhibit D.
- 6. The proposed method of assessment: The assessment will be assessed per \$100 valuation (other methods could be per square foot of the property.)
- 7. Documentation of adequate developer/contractor liability insurance regarding construction of improvements: Documentation of adequate liability insurance has been provided to the city.
- 8. Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff and the Lubbock City Council: The property owners that have signed the attached petition are aware that the annual budget is subject to review by City staff and must be approved by the Lubbock City Council.

Please let us know if there is additional information required that has not been submitted with the petition.

Marc McDougai

McDougal Companies

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

THE STATE OF TEXAS § CITY OF LUBBOCK §

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

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

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

General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District. The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures.

Section 3. Estimated cost of the proposed public improvements: \$10,000,000.

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

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any parcel, (iv) the reallocation of the assessment on the subdivision of a parcel, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and repayment of bonds issued to finance the public improvements. Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements, property will be classified based on the use of the public improvements. For example, larger homes may generate more use of the public improvements than smaller homes. Accordingly, there may be a classification of property on the basis of the size or type of homes that may be built on a parcel. Costs may also be assessed on the basis of the value of the property, or on a combination of size or type of house and value of property. Property may also be classified on the basis of the location of the property within the District, if some sections of the District receive more public improvements or public improvements of greater cost than other sections of the District.

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

- Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.
- Section 7. Management of the District. To the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.
- Section 8. Advisory board. An advisory board will be established to develop and recommend an improvement plan to the City Council of the City (the "City Council"). The PID Advisory Board will be nominated by the property owners in the PID, by area, and approved by the City Council.

This petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT 1

PETITIONER:

NWP EB-5 Project, LLC

a Texas limited liability company

Mary McDougal, Manager

Mont McClendon, Manager

THE STATE OF TEXAS COUNTY OF LUBBOCK

On this, the 24 day of July, 2021, before me, the undersigned Notary Public, personally appeared Marc McDougal and Mont McClendon, who acknowledged that they are the sole members and Managers of NWP EB-5 Project, LLC, and that they, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing their names in such capacity.

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

Notary Public Signature

DONNA COMBS
Notary Public, State of Texas
Comm. Expires 10-01-2021
Notary ID 6518847

EXHIBIT A

The Land

Tract 1 Northwest Onedranth:

METES AND BOUNDS DESCRIPTION of a 476.102-scre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-scre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-scre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43°22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract:

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the Bast right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract:

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" B., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" B., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 2 (Northeast Owndrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

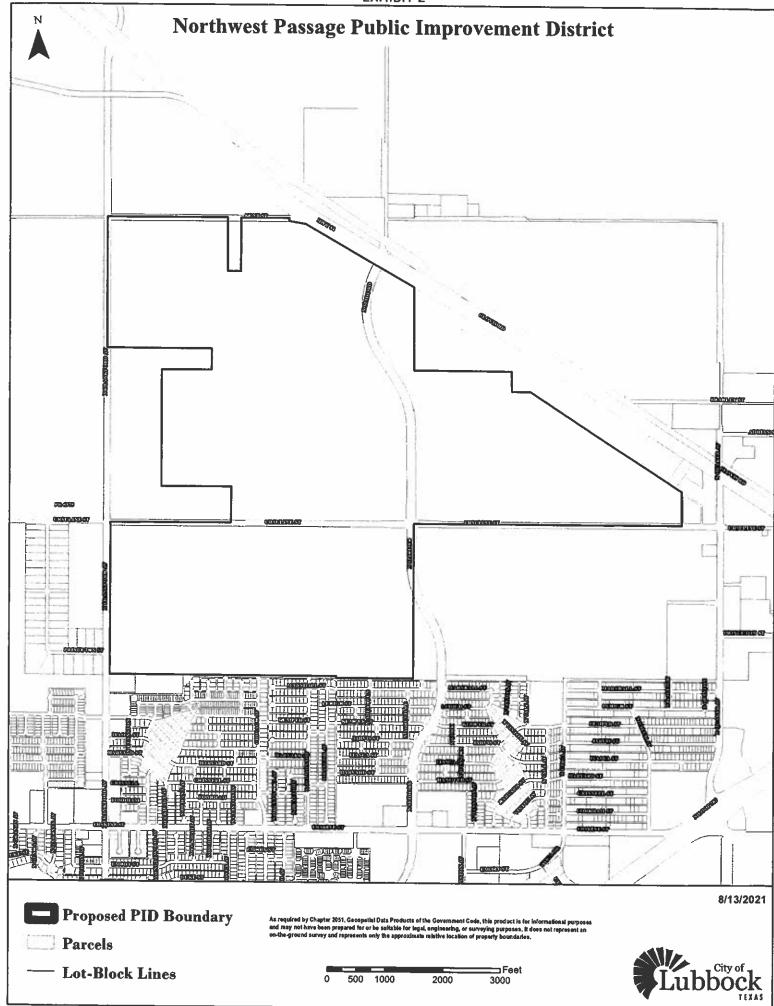


EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48'19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing of N. 20°13'30" E., a chord distance of 178.28 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a corner of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a corner of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 1/2" iron pipe found at a corner of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a corner of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48'11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 1/2" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits corner of said Tract "A" and the Southeast corner of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast corner of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest corner of said plat limits, at the Southwest corner of said 160.139-acre tract and the Southeast corner of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast corner of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest corner of said 153.864-acre tract and the Southwest corner of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864-acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest corner of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14'14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT 3

City of Lubbock, TX

Finance Department

Northwest Passage PID Preliminary FY 2022-23 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment rate will be \$0.15/\$100 valuation.
- * All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	ĺ	PROJECTIONS					
Tax Year	2021	2022	2023	2024	2025	2026	Totals
Property Values* (Taxable)	5,001,669	5,001,669	37,062,953	193,493,429	219,576,954	250,438,980	250,438,980
Discounted Property Values	5,001,669	5,001,669	33,356,658	174,144,086	197,619,259	225,395,082	225,395,082
Number of Homes							
Fiscal Year Revenues	2020-21	2022-23	2023-24	2024-25	2025-26	2026-27	Totals^
Interest	-	-		457	3,383	6,750	10,590
Assessment @ \$0.15	_	7,503	50,035	261,216	296,429	338,093	953,275
Total	-	7,503	50,035	261,673	299,812	344,843	963,865
Expense							
Debt Service						470,000	470,000
Administrative Costs		4,000	4,080	4,162	4,245	4,330	20,816
Annual Operation Cost (Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies, Maint PT)		5,000	5,100	5,202	5,306	5,412	26,020
	-	-	4-0				
Total		9,000	9,180	9,364	9,551	479,742	516,836
Cash Reserve	-	(1,497)	39,357	291,667	581,928	447,029	447,029

^{*}Property Value growth rate = 2% annually

Assessment Information for 100,000 home

\$150.00

Northwest Passage Public Improvement District

2023 AMENDED SERVICE AND ASSESSMENT PLAN

August 22, 2023

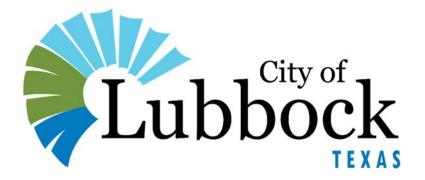


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INTRODUCTION

Capitalized terms used in this 2023 Amended Service and Assessment Plan (this "2023 Amended SAP") shall have the meanings given to them in **Section** I unless otherwise defined in this 2023 Amended SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2023 Amended SAP or an Exhibit attached to and made a part of this 2023 Amended SAP for all purposes.

On September 14, 2021 the City passed and approved Resolution No. 2021-R0363 authorizing the creation of the District in accordance with the PID Act, which authorization was effective on the date it was approved as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

On November 1, 2021 the City passed and approved by Ordinance No. 2021-O0152 accepting and approving a service and assessment plan (the "2022 SAP") and Assessment Roll for the District. The 2022 SAP levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property. On April 12, 2022, the City passed and approved by Ordinance No. 2022-O0043 accepting and approving an amended and restated service and assessment plan (the "2022 Amended and Restated Service and Assessment Plan updated for the Issuance of Bonds") and Assessment Roll for the District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV.**

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V.**

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit F.**

Pursuant to the PID Act, the 2023 Amended SAP must be reviewed and updated annually. This document is amending the 2022 SAP. This 2023 Amended SAP updates the property.

SECTION I: DEFINITIONS

"2022 SAP" means that service and assessment plan passed and approved on November 1, 2021 by the City pursuant to Ordinance No. 2021- O0152 that levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property.

"2022 Amended and Restated SAP" means this 2022 Amended and Restated Service and Assessment Plan which is the update to the 2022 SAP and the update relating to the Bonds, as it may be modified, amended, supplemented, and updated from time to time.

"2023 Amended SAP" means this 2023 Amended SAP and the update relating to the changed roll, as it may be modified, amended, supplemented, and updated from time to time.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.25% additional interest charged on the Assessments securing Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have

the responsibility provided in this 2023 Amended SAP, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2023 Amended SAP and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, which includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the 2023 Amended SAP prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means Ordinance No. 2021-O0152 adopted by the City Council on November 1, 2021 in accordance with the PID Act that approved the 2022 SAP and levied an Assessment on Assessed Property within the District.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in Section V.

"Assessment Roll" means the assessment roll for the Assessed Property within the District and included in this 2023 Amended SAP as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the PID Act, including Public Improvements and District Formation and Bond Issuance Costs.

"City" means the City of Lubbock, Texas.

"City Council" means the governing body of the City.

"County" means Lubbock County, Texas.

"Delinquent Collection Costs" mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means the approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on Exhibit A and as depicted by the map on Exhibit B.

"District Formation and Bond Issuance Costs" mean the costs associated with forming the District and issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year's Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of Bonds.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the Bonds.

"Landowner Agreement" means that certain Landowner Agreement between the City and Owner dated March 22, 2022.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" All lot types at this time are the same with no classifications. Since the assessment is based on \$0.15 per \$100 valuation it will distribute the assessment fairly between the different sizes and types.

"Maximum Assessment" means the maximum assessment of \$0.15 per \$100 valuation for each of the lots.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

"Owner" means the non-City parties to the Landowner Agreement

"Parcel(s)" means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Lubbock Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Bonds" mean those certain "City of Lubbock, Texas, Bonds (Northwest Passage Public Improvement District)", and any other bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Public Improvements" means those Authorized Improvements specifically described in Section III.A.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in Section IV.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is anticipated to include 4400 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Public Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C.**

A. Public Improvements

Drainage

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.

Soft Costs/Contingency/Project Management
 Includes 23% soft costs, contingency and project management fee.

B. District Formation and Bond Issuance Costs

- Debt Service Reserve Requirement Equals the amount required to fund a reserve under the Indenture in connection with the issuance of Bonds.
- Capitalized Interest Equals the amount of capitalized interest available for payment of interest on Bonds as reflected in the Indenture.
- Underwriter's Discount Equals a percentage of the par amount of a particular series of Bonds and includes a fee for underwriter's counsel.

- Cost of Issuance Costs associated with issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds.
- District Formation
 Expenses directly associated with forming the District including 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the Bonds at the time the Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2023 Amended SAP describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the

discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff, has determined that the costs of the Authorized Improvements shall be allocated to each Parcel based on the Estimated Buildout Value of each Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value but assessments will be based on actual taxable value as further described in Section VI.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as Exhibit F. The projected Annual Installments are shown on Exhibit G, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff, has found and determined:

- The costs of the Improvements equals \$41,775,434 as shown on Exhibit C; and
- The Assessed Property receives special benefit equal to or greater than the Improvements; and
- The Assessed Property was allocated 100% of the Assessments levied for the Authorized Improvements, which equals \$14,732,013 (Principal and Interest only) as shown on Exhibit M; and
- The special benefit (\$41,775,434) received by the Assessed Property from the Improvements is greater than the amount of Assessments (\$14,732,013) levied on the Assessed Property for the Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

D. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

 Upon Division Prior to Recording of Subdivision Plat or Upon Subdivision by a Recorded Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

 $A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property B

= the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on Exhibit H, and compliance may require a mandatory prepayment of Assessments pursuant to Section VI.B.

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the

subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds, in accordance with the applicable Indenture.

The Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments, as shown on Exhibits F, and G, to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Exhibit G shows the projected Annual Installments for the District. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of

delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F.** The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2023 Amended SAP, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to

whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2023 Amended SAP, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2023 Amended SAP must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2023 Amended SAP may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2023 Amended SAP.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2023 Amended SAP;

(2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2023 Amended SAP. Interpretations of this 2023 Amended SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation.

Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2023 Amended SAP is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A District Legal Description District

Exhibit B Boundary Map

Exhibit C Authorized Improvements

Exhibit D Service Plan - Five Year Plan

Exhibit E Service Plan - Sources and Uses

Exhibit F Assessment Roll

Exhibit G Estimated Annual Installments

Exhibit H Maximum Assessment per Lot Type

Exhibit I Estimated Allocation of Public Improvement Costs by Tract

Exhibit J Estimated Debt Service Schedule

EXHIBIT A- DISTRICT LEGAL DESCRIPTION

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common comer of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast comer of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a comer of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a comer of said 727.417-acre tract and the most Easterly Northeast comer of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a comer of said 727.417-acre tract and an "ell" comer of said Montalvo property;

THENCEN. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" comer of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809- acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Southeast comer of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809- acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Northeast comer of said 14.809-acre tract;

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THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a comer of said 727.417-acre tract and the Northwest comer of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417- acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest comer of said Section 11 and the Northwest comer of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a comer of said 727.417-acre tract and the Northwest comer of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest comer of said 5acre tract and a comer of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast comer of said 5-acre tract and a comer of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast comer of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417- acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a comer of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417- acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

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THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 112" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius ofl425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11 '44" W., continuing along said right-of-way line a distance of 200.25 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 112" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of 476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48′ 19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing. of N. 20°13 '30" E., a chord distance of 178.28 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

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ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a comer of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a comer of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a comer of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 112" iron pipe found at a comer of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a comer of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48′ 11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 112" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits comer of said Tract "A" and the Southeast comer of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCD, and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

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coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14′14″ W. a distance of 140.88 feet and S. 01°45′46″ W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27′07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20′00″ W., along said West right-of-way line a distance of 574.41 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31′25″, a chord bearing of S. 13°55′42″ E., a chord distance of 829.17 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11′25″ E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57′31″, a chord bearing of S. 13°42′39″ E., a chord distance of 760.64 feet to a 1/2″ iron rod found at a point of tangency;

THENCE S. 01°46′06″ W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08′27″ W., along the North line of said alley a distance of 228.93 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08′27″ W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08′27″ W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51′33″ W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08′27″ W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09′58″ W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2″ iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast comer of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest comer of said plat limits, at the Southwest comer of said 160.139-acre tract and the Southeast comer of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast comer of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest comer of said 153.864-acre tract and the Southwest comer of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864- acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest comer of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14′ 14″ E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

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SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

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

Distances and areas are surface, U.S. Survey Feet.

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT B – BOUNDARY MAP

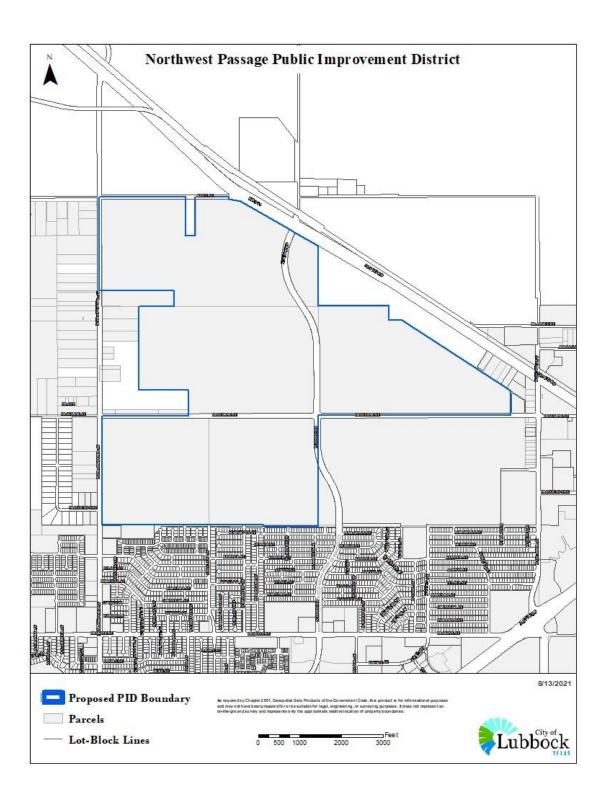


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total	PIDI	Portion
	Costs (a)	%	Cost
Public Improvements			
Drainage (Includes Soft Costs,			
Contingency and Project Management	40,825,434		9,985,000
	40,825,434		9,985,000
District Formation and Bond Issuance Costs			
Debt Service Reserve Fund	-		-
Capitalized Interest	-		-
Underwriter Discount	200,000		200,000
Cost of Issuance	250,000		250,000
	450,000		450,000
Total	41,275,434	25.28%	10,435,000

Footnotes:

 $[a] \ Costs \ allocated \ based \ on \ estimated \ buildout \ value, see \ Exhibit \ \textbf{M} \ for \ calculation \ of \ allocation \ percentages.$

These are estimates only. They will change.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Northwest Passage PID								
Fiscal Year	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	
Annual Installments Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Principal	\$ -	ı	ı	ı	ı	365,000	380,000	
Interest	-	-	-	-	-	368,965	355,966	
Total Debt Service	-	-	-	-	-	733,965	735,966	
Annual Collection Costs	8,647	20,000	25,000	25,500	26,010	26,530	27,061	
Additional Reserve	(7,562)	(16,920)	232,819	524,797	711,015	108,488	256,094	
Total Annual Installment	\$ 1,085	3,080	257,819	550,297	737,025	868,983	1,019,120	

Future years are estimates only.

EXHIBIT E - SERVICE PLAN - SOURCES AND USES

SOURCES	
Bond Par (b)	\$ 10,435,000
Premium	
Owner Contribution (a)	30,840,434
TOTAL SOURCES	\$ 41,275,434
IMPROVEMENT	
Improvement Project	\$ 40,825,434
Costs of Issuance	250,000
Underwriters Discount	200,000
Capitalized Interest	
Reserve Fund	
TOTALUSES	\$ 41,275,434
(a) Non-reimbursable to Owner	
(b) The Owner is only entitled to reim the Authorized Improvements in an ar	

The above are estimates only.

EXHIBIT F-ASSESSMENT ROLL

Tax Ref ID No.	Value	Principal	Interest	Annual Collection Cost	Additional Interest	2022 Annual Installment
R342383	3,289		-	5	-	5
R343734	6,831		-	10	-	10
R343735	1,126,310	1	1	1,689	-	1,689
R347099	9,661	-	1	14	-	14
R347100	70,262			105		105
R347102	82,800			124		124
R347103	277,080			416		416
R347522	291,930			438		438
R63099	50,413	-	1	76	-	76
R63214	70,492	1	1	106	-	106
R66307	46,716	-	1	70	-	70
R82421	1,472	1	-	2	-	2
R82485	16,025			24		24
	2,053,281	-	-	3,080	-	3,080

EXHIBIT G - ANNUAL INSTALLMENTS

Tax Year	Principal	Interest	Annual Collection Cost	Additional Interest	Total Annual Installment
2022	_	_	8,647	(7,562)	1,085
2023	_		20,000	(16,920)	3,080
2024	-		25,000	232,819	257,819
2025	-		25,500	524,797	550,297
2026	-		26,010	711,015	737,025
2027	365,000	368,965	26,530	108,488	868,983
2028	380,000	355,966	27,061	256,094	1,019,120
2029	390,000	342,507	27,602	383,327	1,143,436
2030	410,000	328,572	28,154	484,399	1,251,126
2031	420,000	314,145	28,717	514,660	1,277,523
2032	435,000	299,208	29,291	541,067	1,304,566
2033	455,000	283,742	29,877	552,662	1,321,281
2034	470,000	267,730	30,475	570,270	1,338,475
2035	485,000	251,152	31,084	588,860	1,356,095
2036	505,000	233,987	31,706	603,342	1,374,035
2037	520,000	216,215	32,340	623,943	1,392,499
2038	540,000	197,815	32,987	640,512	1,411,314
2039	560,000	178,765	33,647	658,151	1,430,562
2040	580,000	159,041	34,320	678,118	1,451,478
2041	600,000	138,619	35,006	726,425	1,500,050
2042	620,000	117,475	35,706	777,237	1,550,419
2043	640,000	95,584	36,420	830,646	1,602,650
2044	665,000	72,919	37,149	881,620	1,656,687
2045	685,000	49,452	37,892	(14,929)	757,415
2046	710,000	25,156	38,649	1,919	775,724
	10,435,000	4,297,013	749,771	11,850,959	27,332,743

[[]a] Interest is calculated at the rate of the Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[[]bl Annual Collection Costs estimated to escalate 2.00% annually.

EXHIBIT H - MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Original Maximum Assessment Per Lot
Residential	\$0.15 per \$100 valuation

NORTHWEST PASSAGE A&R SAP 30

EXHIBIT I - ALLOCATION OF PUBLIC IMPROVEMENT COSTS

Lot Type	No. of Lots	Estimated Average Buildout Value Per Lot	Total Extimated Buildout Value (Taxable Value)	Percentage of Benefit	Estimated Average Assessment Per Tract*	Total Estimated Assessment (Debt Principal & Interest)
Residential	4,400	293,866.82	1,293,014,001	100.0%		\$ 14,732,013.06
Tract 1	9		2,586,028	0.2%	1,473.20	29,464.03
Tract 2	334		98,269,064	7.6%	55,981.65	1,119,632.99
Tract 3	22		6,465,070	0.5%	3,683.00	73,660.07
Tract 4	955		280,584,038	21.7%	159,842.34	3,196,846.83
Tract 5	1,043		306,444,318	23.7%	174,574.35	3,491,487.10
Tract 6	708		208,175,254	16.1%	118,592.71	2,371,854.10
Tract 7	57		16,809,182	1.3%	9,575.81	191,516.17
Tract 8	634		186,194,016	14.4%	106,070.49	2,121,409.88
Tract 9	128		37,497,406	2.9%	21,361.42	427,228.38
Tract 10	207		60,771,658	4.7%	34,620.23	692,404.61
Tract 11	132		38,790,420	3.0%	22,098.02	441,960.39
Tract 12	123		36,204,392	2.8%	20,624.82	412,496.37
Tract 13	48		14,223,154	1.1%	8,102.61	162,052.14
	4,400	293,867	1,293,014,001		_	

^{*} Assessment is \$0.15 per \$100 valuation so each lot will have a different assessment based on value. The assessment rate could be lower in later years.

This is a projection and can change each year when the Service and Assessment Plan is updated. The total estimated assessment is based on 20 years and an average amount for each lot. The actual will be different.

NORTHWEST PASSAGE A&R SAP

EXHIBIT J - BOND DEBT SERVICE SCHEDULE

TAX & WW SYSTEM SURPLUS REV CO BDS, Series 2027 Dated Date: TBD \$10,435,000.00

NORTHWEST PASSAGE PID							
FISCAL						TOTAL	
YEAR		PRINCIPAL		INTEREST	RI	EQUIREMENTS	
2027-28		365,000.00		368,964.54		733,964.54	
2028-29		380,000.00		355,965.53		735,965.53	
2029-30		390,000.00		342,506.89		732,506.89	
2030-31		410,000.00		328,572.38		738,572.38	
2031-32		420,000.00		314,145.17		734,145.17	
2032-33		435,000.00		299,207.83		734,207.83	
2033-34		455,000.00		283,742.34		738,742.34	
2034-35		470,000.00		267,730.01		737,730.01	
2035-36		485,000.00		251,151.51		736,151.51	
2036-37		505,000.00		233,986.82		738,986.82	
2037-38		520,000.00		216,215.22		736,215.22	
2038-39		540,000.00		197,815.24		737,815.24	
2039-40		560,000.00		178,764.67		738,764.67	
2040-41		580,000.00		159,040.50		739,040.50	
2041-42		600,000.00		138,618.92		738,618.92	
2042-43		620,000.00		117,475.26		737,475.26	
2043-44		640,000.00		95,584.00		735,584.00	
2044-45		665,000.00		72,918.70		737,918.70	
2045-46		685,000.00		49,451.99		734,451.99	
2046-47		710,000.00		25,155.54		735,155.54	
	\$	10,435,000.00	\$	4,297,013.06	\$	14,732,013.06	

This is an estimated debt schedule only. It will change once debt has been issued.

NORTHWEST PASSAGE A&R SAP

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Northwest Passage Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Northwest Passage Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens, together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision, including costs of establishing, administering and operating the District; and (iii) the District shall prioritize its expenditures as follows: (a) design, construction, maintenance, and financing for drainage improvements; then (b) design, construction, maintenance, and financing for park improvements; then (c) selection, acquisition, and maintenance for public art; then (d) all other allowable improvements and related expenditures. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at \$2,417,204 over the next five years. The estimated annual cost rises from \$3,080 in FY 2023-24 to \$868,983 in FY 2027-28. The District shall incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.15 per \$100.00 of valuation through tax year 2027.

Boundaries: The District is located within the City of Lubbock, Texas. The proposed Northwest Passage Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: Brianna Brown, City of Lubbock Business Development Department at 775-3082.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0101, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Quincy Park PID to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.15 per \$100 valuation. This is the same rate as 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.15 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments are deposited into a separate Quincy Park PID fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of the neighborhood park and playa lake and the 93rd Street median together with any features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2023, based on estimated values, is \$258,109.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Quincy Park PID Advisory Board

Attachments

Ordinance and Exhibits

Quincy Park PID Public Hearing Notice 2023

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE **SERVICES** IMPROVEMENTS OF PROPERTY IN THE OUINCY PARK PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE OUINCY PARK PUBLIC IMPROVEMENT DISTRICT AND AGAINST THE THEREOF: AND PROVIDING FOR THE COLLECTION ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219, attached hereto as "Exhibit A," which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District (the "District"), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. The revised 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Plan; prepare a proposed assessment roll and file it with the City Secretary; and, schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023 to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real

property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (the "Assessment Roll"), attached hereto as "Exhibit C;" and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.15 per \$100.00 of net taxable value through year 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate;

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

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

Section 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

Section 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

Section 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the

services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

Section 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

Section 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

Section 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

Section 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and the interest thereon, at the rate per annum, established in Section 9, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims, except liens and claims for ad valorem taxes, and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

Section 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax

Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

Section 10: THAT all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on	, 2023.
Passed by the City Council on second reading on	, 2023

TRAY PAYNE, MAYOR

ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
D. Blu Kostelich, Chief Financial Offic	cer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord, Quincy Park PID Assessment Ordinance 2023 August 22, 2023 Resolution No 009-R0219 May 28, 2009 Item No. 6.8

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south and Quincy Avenue on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Quincy Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

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

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

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

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

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

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of May, 2009, at 10:00 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

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

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

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

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

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

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

- (a) That the public hearing on the advisability of authorizing the Quincy Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.
- (b) That authorization of the proposed Quincy Park Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as

playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Quincy Park Public Improvement District.

- (c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately \$93,140.00 over the next five (5) years, and that the estimated annual cost rises from \$15,000 in the year three to \$39,140 in year five (5). Services anticipated are maintenance of 93rd Street median and entrances; maintenance of the park at 91st Street and Quitna; electric cost for lighting; and developer reimbursement for the cost of construction of said median and park.
- (d) That the costs are based on a proposed assessment rate of \$.15 per \$100.00 of valuation through year 2017, decreasing to \$0.07 per \$100.00 of valuation in 2018.
- (e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

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

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

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

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

700	Passed by the City Council this 28th day of May , 2009.
	Tan Mita
	TOM MARTIN, MAYOR
	ATTEST:
I	Deleca DV
	Rebecca Garza, City Secretary
ĺ	APPROVED AS TO CONTENT:
	Ital llos
	Rob Allison, Assistant City Manager

Development Services

Linda L. Chamales, Economic Development Attorney

as/cityatt/Linda/Quincy Park PID Establishment May 14, 2009 EXHIBIT A

Exhibit "1"

Resolution No. 2009-R0219

CITY OF LUBBOCK

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COUNTY OF LUBBOCK

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STATE OF TEXAS

8

CERTIFICATE OF PUBLIC RECORD

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

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 13th day of March, 2009.

(City Seal)

Rebedca Garza

City Secretary

City of Lubbock

Lubbock County, State of Texas

Resolution No. 2009-R0219

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

THE STATE OF TEXAS

8

CITY OF LUBBOCK

RECEIVED

MAR 1 1 2009

CITY SECRETARY LUBBOCK, TEXAS

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

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

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

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

Section 3. Estimated cost of the proposed construction and maintenance of the public improvements: Construction of Improvements - \$381,573.59. Annual maintenance costs - \$32,000.

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

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

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

In assessing the costs of the public improvements and maintenance of the public improvements, property will be classified based on the value of the property, or upon a combination of size or type of improvement and value of property.

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Real Property Resources, Inc.

Rick Betenbough President of Real Property Resources, Inc.

THE STATE OF TEXAS

S
COUNTY OF LUBBOCK

On this, the 5th day of March, 2009, before me, the undersigned Notary Public, personally appeared Rick Betenbough who acknowledged that he is President of Real Property Resources, Inc., and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

CINDY DEAN
Notary Public, State of Texas
My Commission Expires 7-16-2012

Notary Public Signature

EXHIBIT A

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52′ 06″ E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

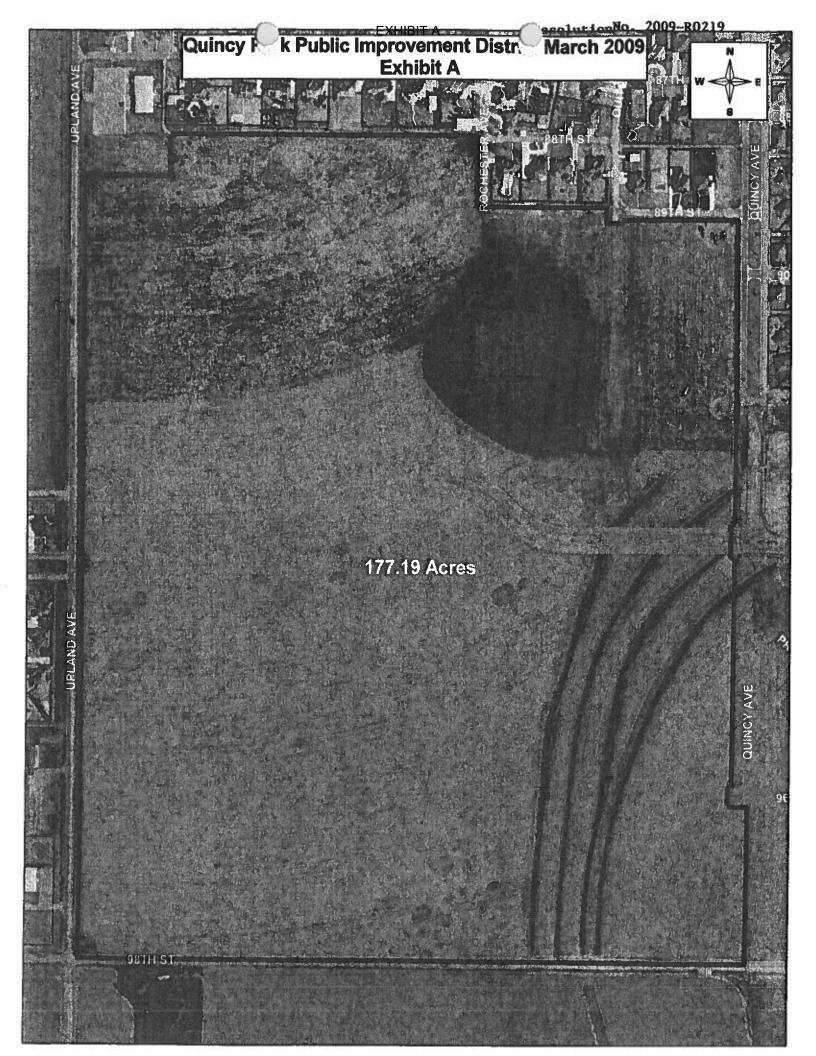


Exhibit "2"

Resolution No. 2009-R0219

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT:

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT:

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT:

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

EXHIBIT A

Exhibit "2"

THENCE S. 01° 54′ 44″ W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2″ IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT:

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT:

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54′ 26″ E. AND DISTANCE OF 21.21 FEET TO A 1/2″ IRON ROD WITH A CAP STREET FOR A CORNER OF THIS TRACT:

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGITT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT:

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT:

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT:

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT:

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

EXHIBIT A

Exhibit "2"

RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED OCTOBER 5 AND DECEMBER 28, 2007

NORRIS STEVENS R.P.L.S. 4339

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

071006.

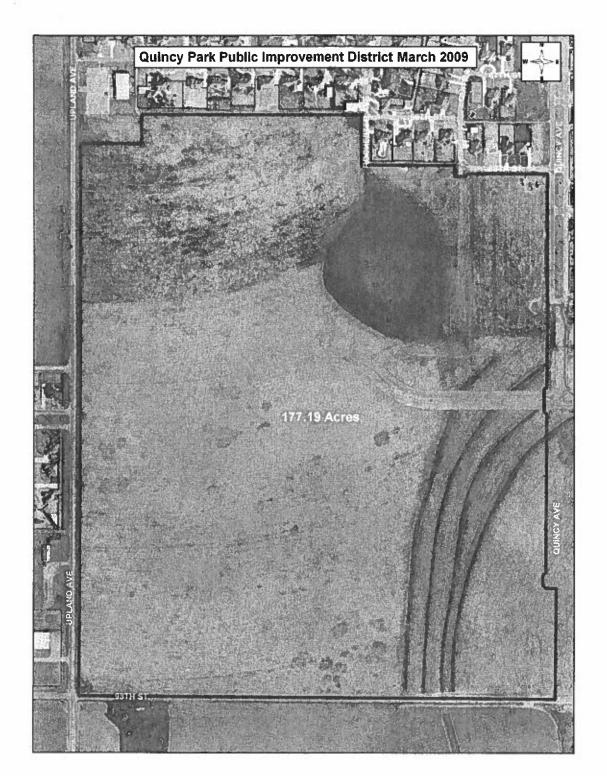


Exhibit B

City of Lubbock, TX Finance Department

Quincy Park Public Improvement District Proposed 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment will be \$0.15/\$100.00 valuation

Adopted Dropped

* All property will be assessed based on the final 2023 "net taxable value".

Service Plan

	Adopted	Proposed					
	Budget	Budget		Proje	cted		
Calendar Year	2022	2023	2024	2025	2026	2027	Totals
Property Values* (Taxable Values)	156,694,133	175,584,156	179,095,839	182,677,756	186,331,311	190,057,937	190,057,937
Discounted Property Values (98%)	153,560,250	172,072,473	175,513,922	179,024,201	182,604,685	186,256,778	186,256,778
Fiscal Year Revenues	2022-23	2023-24	2023-24	2024-25	2025-26	2026-27	Totals
Interest Earnings	5,812	9,461	11,599	13,848	16,212	18,697	\$ 75,630
Assessment @ \$0.15	230,340	258,109	263,271	268,536	273,907	279,385	1,573,548
Total	236,152	267,570	274,870	282,383	290,119	298,082	\$ 1,649,179
Expenses							
Park & Median Maintenance	72,600	75,000	76,500	78,030	79,591	81,182	\$ 462,903
Repairs	25,000	25,000	25,500	26,010	26,530	27,061	155,101
Public Improvement Project	65,000	75,000	76,500	78,030	79,591	81,182	455,303
Park Equipment Maintenance	5,000	3,200	3,264	3,329	3,396	3,464	21,653
Electric Cost	3,000	4,000	4,080	4,162	4,245	4,330	23,816
Administrative Costs	14,821	15,335	15,642	15,955	16,274	16,599	94,625
Annual Operation Cost	7,107	8,953	9,132	9,315	9,501	9,691	53,699
Reimburse developer for Park							
Construction**	65,787	-	=	=	=		65,787
Total	258,315	206,488	210,618	214,830	219,127	223,509	\$ 1,332,887
Cash Reserve	270,324	331,406	395,659	463,212	534,205	608,778	\$ 608,778

^{*}Property Value growth rate = 2% annually

Assessment Information for \$100,000 Home = \$150

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Quincy Park Public Improvement District

Please take notice that on August 22, 2023 at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Quincy Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately \$1,074,572 over the next five (5) years. The estimated annual cost increases from \$206,488 in FY 2023-24 to \$223,509 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.15 per \$100.00 of valuation through tax year 2027.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District (PID) generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown**, **City of Lubbock Business Development Department at 775-3082**.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0102, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.15 per \$100 valuation. This is the same rate as 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.15 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entryways and parks, repair and replace amenities, including alley fences, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2023, based on estimated values, is \$271,248.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Upland Crossing PID Advisory Board Ordinance and Exhibits
Upland Crossing PID Public Hearing Notice 2023

ORDINANCE	NO.		

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2019-R0375 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Upland Crossing Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On December 3, 2019, the City Council passed Ordinance No. 2019-O0167, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.15 per \$100.00 valuation for tax years 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established herein, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named; and, with such lien being attached on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid; and, with such lien being perfected on attachment requiring no further action by the Council.

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: THAT all assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first read	, 2023.		
Passed by the City Council on second reading on		, 2023.	
2.	TRAY PAYNE, MAYOR		
ATTEST:			
Courtney Paz, City Secretary			

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. Upland Crossing Assessment Ord 2023 August 22, 2023 Resolution No. 2019-R0375 Item No. 7.2.1 October 8, 2019

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

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

WHEREAS, the Petition covers property within an area generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west, with such property being the development known as Upland Crossing, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the eighth (8th) day of October, 2019, at four thirty (4:30) p.m., at Fire Station 16 located at 4030 114th Street, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and NOW THEREFORE:

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

- (a) That the public hearing on the advisability of authorizing the Upland Crossing Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Upland Crossing Public Improvement District; and
- (b) That authorization of the Upland Crossing Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

- (c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing Public Improvement District through Fiscal Year 2024-25 is approximately one hundred fifty-six thousand nine hundred and ninety five dollars (\$156,995) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and
- (d) That the Costs will be paid by the proposed assessment rate of fifteen cents (\$0.15) per one hundred dollars (\$100) of valuation of property within the Upland Crossing Public Improvement District through Fiscal Year 2024-25, with such proposed assessment being described in "Exhibit 3"; and
- (e) That as to the apportionment of the Costs between the Upland Crossing Public Improvement District and the City, all the Costs will be paid by the Upland Crossing Public Improvement District through assessments on the property within the boundaries of the Upland Crossing Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Upland Crossing Public Improvement District Advisory Board for the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Upland Crossing Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Upland Crossing Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Upland Crossing Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Upland Crossing Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Upland Crossing Public Improvement District, an election will be held for the Upland Crossing property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Upland Crossing Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Upland Crossing Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Upland Crossing Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

Passed by the City Council this 8th day of October , 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Amy Sines, Deputy City Attorney

CITY OF LUBBOCK

COUNTY OF LUBBOCK

STATE OF TEXAS

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, August 14, 2019) in the area known as Upland Crossing, as shown on the attached map, petitioners own 100% of the value; AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID, the petitioners own 100% of the total area within the proposed Upland Crossing PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

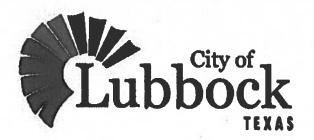
In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of August, 2019.

(City Seal)

Rebecch Garza
City Secretary
City of Lubbook

City of Lubbock

Lubbock County, State of Texas



August 16, 2019

To: Becky Garza, City Secretary

From: Cheryl Brock, Executive Director of Financial Planning and Analysis

Sally Still Abbe, Director of GIS and Data Services

CC: Blu Kostelich, Chief Financial Officer

Re: Upland Crossing Public Improvement District Petition

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

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

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

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

EXHIBIT A

Upland Crossing Public Improvement District LCAD Roll 8-14-29

Property ID	Gumer Harpe	Molling Address	Property Address	testal Coscription	2025 Market Volum	2019 Yexable Value
R107874	STOREHOUSE LAND COLLC	6905 82ND 5T LW88OCK, TX 79424	LUBBOCK 79407	BUK AK SEC 42 AB 851 TR CIB AC: 12.562	28,728	28,721
R111447	STOREHOUSE LAND COLLC	6305 82ND ST LU88OCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 1	3,100	3,100
R111535	STOREHOUSE LAND COLLC	6805 82ND ST LUBBOOK, TX 79424	W880CK 79407	WADERLAND PARK L 2	3,190	3,150
R111609	BETENBOUGH HOMES LLC	6305 82ND 5T LUBBOCK, TX 79424-3681	3202 VIOLA AVE, LUBBOCK, TX 79407	WALDERLAND PARK L 3	2,850	2,850
R111749	STOREHOUSE LAND CO LLC	6305 82MD ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L4	3,200	3,200
R111817	STOREHOUSE LAND COLLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOOK 79407	WILDERLAND PARK LS	3,150	3,150
R111887	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCX 79407	WILDERLAND PARK LS	3,200	3,200
R120694	STOREHOUSE LAND COLLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR CS AC: \$1.161	52,696	8,953
N87881	STOREHOUSE LAND COLLIC	6305 82ND 57 LUBBOCK, TX 79424	2602 UPLAND AVE, LUBBOCK, TX 79407	BLK AK SEC 42 AB 1264 TR 01 A TR 03 AC 131.787	658,935	65,018

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

THE STATE OF TEXAS

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CITY OF LUBBOCK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Storehouse	Land	Company,	LLC

Betenbough Homes, LLC

Ron Betenbough, Vice President

bris Berry, Authorized Agent

THE STATE OF TEXAS

8

COUNTY OF LUBBOCK

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

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



Notary Public Signature

THE STATE OF TEXAS

8

COUNTY OF LUBBOCK

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

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



Notary Public Signature



July 3rd, 2019

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

RE: Upland Crossing, Public Improvement District

Dear Honorable Mayor and City Council;

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

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

- 1. Betenbough has purchased 212 acres. Betenbough plans to invest approximately \$700,000 in improvements for this park system before it would be deeded over to the City and the PID. This would include items such as: playscapes, benches, walking trails, landscaping, etc. (subject to change) We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.
- 5. If there is sufficient support to petition for dissolving the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.



- 6. Map of the area is attached to this email and is to be added to the petition.
- 7. In regard to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.
- 8. Addressed in Section 2 of the petition. We feel that the "park system" creates a quality of life for the homeowners. Each park will be uniquely different and interconnected through city ROW.
- 9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.
- 10. General description of proposed improvements in Section 2 of the petition.
- 11. The estimated total cost of the improvements is approximately \$700,000 and will be paid and constructed by the developer, Betenbough Homes, with no desire for any reimbursement. The estimated cost of the maintenance is approximately \$75,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".
- 12. Budget is attached in the service plan.
- 13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at \$.15 per \$100.00 valuation.
- 14. Documentation of liability insurance will be attached to this letter.
- 15. Addressed in Section 6 of the petition.
- 16. Addressed in Section 5 of the petition.



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

Chris Berry

Land Planning Manager

Betenbough Homes



6310 Genos Ave. Suite A. Lubbock TX. 79424 Phone: 806-607-1567 Fax: 806-702-8995 Texas Firm Registration No. 10087500 E-mail: Introducerssurvey.com north/#884445514494.com

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

(Exhibit Sketch attached as Sheet 2)

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

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

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

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

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

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

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

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

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

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188,5074 acre tract and this tract;

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

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

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

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

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

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

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

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

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

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

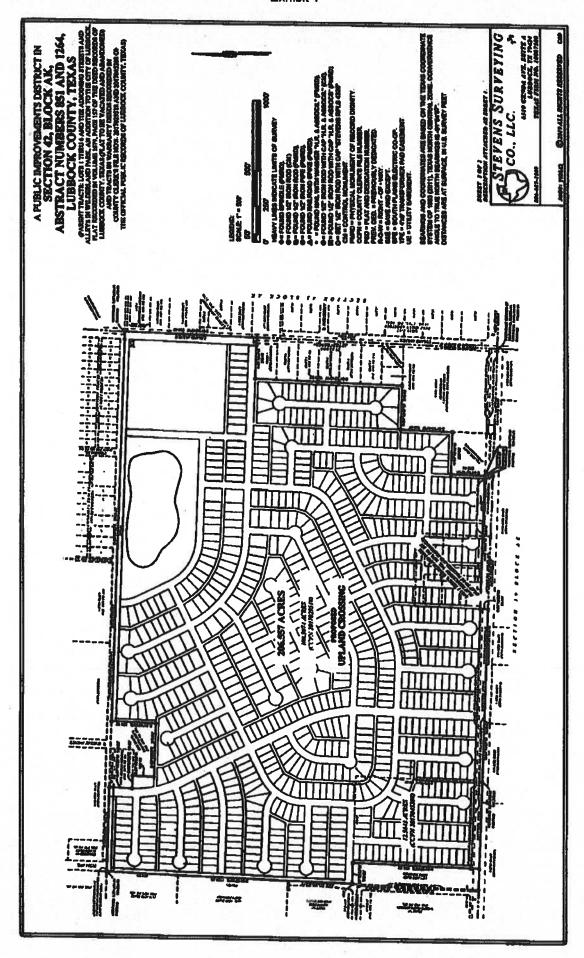
THENCE N. 88° 10' 47" W. a distance of 310.46 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for a corner of this tract:

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

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

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

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





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Texas Firm Registration No. 10087500
E-mail: Info@stevenssurvey.com
norts@stevenssurvey.com

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

(Exhibit Sketch attached as Sheet 2)

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

Exhibit 3

Upland Crossing PID Proposed Method of Assessment

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

Upland Crossing Proposed PID Service Plan

		PROPOSED						
TAX YEAR		2019	2020	2021	2022	2023	2024	Total
PROPERTY VALUES	Estimated # of Homes Closed			100	125	150	125	SO
	Property Values* (Taxable Value)	121,349	800,000	15,816,000	34,882,320	58,079,966	77,991,566	77,991,566
	Discounted Property Values	121,349	720,000	14,234,400	31,394,088	52,271,970	70,192,409	70,192,409
PISCAL YEAR REVENU	les	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	_
	Interest	s -		•	359	1,357	1,563	3,279
0.1	15 Assessment @ \$0.15		1,080	21,352	47,091	78,408	105,289	253,219
	Total	s -	1,080	21,352	47,091	78,408	105,289	256,491
PISCAL YEAR EXPENS	ES	FY 2019-20	FY 2020-21	FY 2021-12	FY 2022-23	PY 2023-24	FY 2024-25	
Park 1					(12000-20	112025-24	F1 2024-25	
6 acre Playa park with appr	x 3 acres landscaped (with 1 acre of water)	s -		•	•	48,000	48,960	96,960
Park 2							3	
pocket park SW side along	"Spine"				:	9,600	9,792	19,392
Sienare								
Neighborhood Entry Signs		-	21		3	1,000	1,020	2,020
Alley Fences								
Fences that separate an alle	y adjacent to a street			•		1,000	1,020	2,020
Electric Cost for nark lish	ting and irrigation							
Proposed parks I and 2		•			\$ <u>*</u>	3,180	3,244	6,424
Administrative Costs			1,000	3,000	3,060	3,121	3,184	13,365
Annual Operation Cost		1,000	3,700	4,000	4,120	4,244	4,371	21,435
(2019 is only the cost of setting 2021 assessment)								
Developer Funding of Cos	ia .	(1,000)	(3,620)		£			(4,620
	Total	5 .	1,080	7,000	7,180	70,145	71,590	156,995
Cash Reserves		5		14,352	54,263	W. 1		

^{*}Property Value growth rate = 2% annually

ASSESSMENT INFORMATION

<u>2020-2024</u> Assessment per \$100,000

^{**}Expense growth rate = 2% annually

EXHIBIT B

City of Lubbock, TX

Finance Department

Upland Crossing PID 2023 Proposed Service and Assessment Plan

Assessment Plan

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment rate will be \$0.15/\$100 valuation
- * All property will be assessed based on the final 2023 "net taxable value".

Service Plan

TAX YEAR Property Values* (Taxable Value) Discounted Property Values - 90%	
FISCAL YEAR REVENUES	
Interest	
Assessment @ \$0.15	
Total	
FISCAL YEAR EXPENSES	
1100/12 12/11 2/11 2/1020	
Playa Lake Park - 7335 26th St	
Pocket Park - 7525 32nd St	
Entry Signs	
Public Fencing	
Repairs	
Public Improvement Project	
Playground Equipment Maintenance	
Electric Cost	
Water Cost	
Administrative Costs	
Annual Operation Cost	
	Tota

	Total
Cash Reserves	

Adopted	Proposed						
Budget	Budget		Proje	cted			
2022	2023	2024	2025	2026	2027		Totals
133,380,051	190,349,760	216,656,755	239,739,890	244,534,688	249,425,382	2	49,425,382
120,042,046	180,832,272	205,823,917	227,752,896	232,307,954	236,954,113	2	36,954,113
FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28		
763	5,106	9,202	8,367	12,051	15,880	\$	51,369
180,063	271,248	308,736	341,629	348,462	355,431		1,805,570
180,826	276,354	317,938	349,996	360,513	371,311	\$	1,856,939
FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27		Totals
48,000	48,000	48,960	49,939	50,938	51,957	\$	297,794
-	22,000	22,440	22,889	23,347	23,814		114,489
-	15,000	15,300	15,606	15,918	16,236		78,061
-	15,000	15,300	15,606	15,918	16,236		78,061
10,000	15,000	15,300	15,606	15,918	16,236		88,061
-	10,000	10,200	10,404	10,612	10,824		52,040
2,500	7,300	7,446	7,595	7,747	7,902		40,489
2,500	3,000	3,060	3,121	3,184	3,247		18,112
1,000	1,100	1,122	1,144	1,167	1,191		6,724
10,605	13,422	13,690	13,964	14,244	14,528		80,454
6,757	9,503	9,693	9,887	10,085	10,286		56,211
81,362	159,325	162,512	165,762	169,077	172,459	\$	910,496
145,884	262,913	418,340	602,574	794,011	992,864	\$	992,864

^{*}Property Value growth rate = 2% annually

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Upland Crossing Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Upland Crossing Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing 8in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

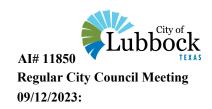
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i)acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, fences, ponds, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at \$829,134 over the next five years. The estimated annual cost rises from \$159,325 in FY 2023-24 to \$172,459 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.15 per \$100.00 of valuation through tax year 2027.

Boundaries: The District is located within the City of Lubbock, Texas. The proposed Upland Crossing Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: Brianna Brown, City of Lubbock Business Development Department at 775-3082.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0103, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Valencia PID to speak in favor of, or in opposition to, the assessment to be levied in the Valencia PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.18 per \$100 valuation, and does not change from 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.18 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Valencia PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2023 is \$69,224.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Valencia PID Advisory Board Valencia PID Public Hearing Notice 2023

ORDINANCE	NO.	

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT: APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN **SERVICES** AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24: FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310, attached here as "Exhibit A," which made certain findings concerning the advisability of creating the Valencia Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed Roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District,

and approve, adopt, and file with the City Secretary the proposed assessment roll (the "Assessment Roll"), attached hereto as "Exhibit C"; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.18 per \$100 value for years 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate; and

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

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

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll attached to the Plan. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of

the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 city net taxable value in the manner described in the assessment, attached hereto as "Exhibit B" and "Exhibit C' shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent

assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on		, 2023.	
Passed by the City Council on second reading on		, 2023.	
TR	AY PAYNE, MAYOR		
ATTEST:			
Courtney Paz, City Secretary			

APPROVED AS TO CONTENT: D. Blu Kostelich, Chief Financial Officer APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. Valencia PID Assessment Ordinance 2023 August 22, 2023

RESOLUTION

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

- (a) That the public hearing on the advisability of authorizing the Valencia Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.
- (b) That authorization of the proposed Valencia Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located

EXHIBIT A

- therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Valencia Public Improvement District.
- (c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately \$56,829 over the next five (5) years, and that the estimated annual cost rises from \$4,500 in year two to \$19,149 in year five (5). Services anticipated are maintenance of 87th Street park and median, electric costs for lights, and operational and administrative costs.
- (d) That the costs are based on a proposed assessment rate of \$0.11 per \$100.00 of valuation through year 2019.
- (e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.
- SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Valencia Public Improvement District, City of Lubbock, Texas.
- SECTION 4: That the City Council shall be the governing board for the Valencia Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.
- **SECTION 5:** That the notice of this authorization for the Valencia Public Improvement District shall be published in a newspaper of general circulation in the city.
- **SECTION 6:** That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

EXHIBIT A

Passed by the City Council on	July 14	, 2011.
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	TOM MARTIN, N	MAYOR
ATTEST:		
Rebecca Garza, City Secretary		
APPROVED AS TO CONTENT:		
Ady320m		
Andy Burcham		
Chief Financial Officer		
APPROVED AS TO FORM:		
XX Chamales		
Linda L. Chamales,		
Economic Development Attorney		
as/cityatt/Linda/Valencia PID Establishment May 18, 2011		

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS

CERTIFICATE OF PUBLIC RECORD

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

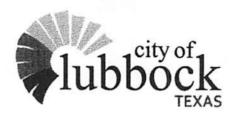
I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

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

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock

Lubbock County, State of Texas



May 5, 2011

To: Becky Garza, City Secretary

Cheryl Brock, Senior Financial Analyst Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

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

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

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

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

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

THE STATE OF TEXAS §

8

CITY OF LUBBOCK §

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

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

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

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

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

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

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

EXHIBIT A Exhibit "1"

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

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

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

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

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

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

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

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

[Signature on following page]

EXHIBIT A Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

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

THE STATE OF TEXAS

COUNTY OF LUBBOCK

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

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



EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

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

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

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

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

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 3200 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT:

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

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

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

EXHIBIT A Exhibit "1"

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

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

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

THENCE N. 01° 49′ 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL:

N. 01° 49′ 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A **Exhibit "1"**



April 8, 2011

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

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

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

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

- 5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.
- 6. Map of the area is attached to this email to be added to the petition.
- 7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.
- 8. Addressed in Section 2 of the petition.
- 9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".
- 10. General description of proposed improvements in Section 2 of the petition.
- 11. The estimated total cost of the improvements is \$200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is \$18,000 per year and is to be paid for by the PID as soon as the funds are available.
- 12. Budget is attached in the service plan.



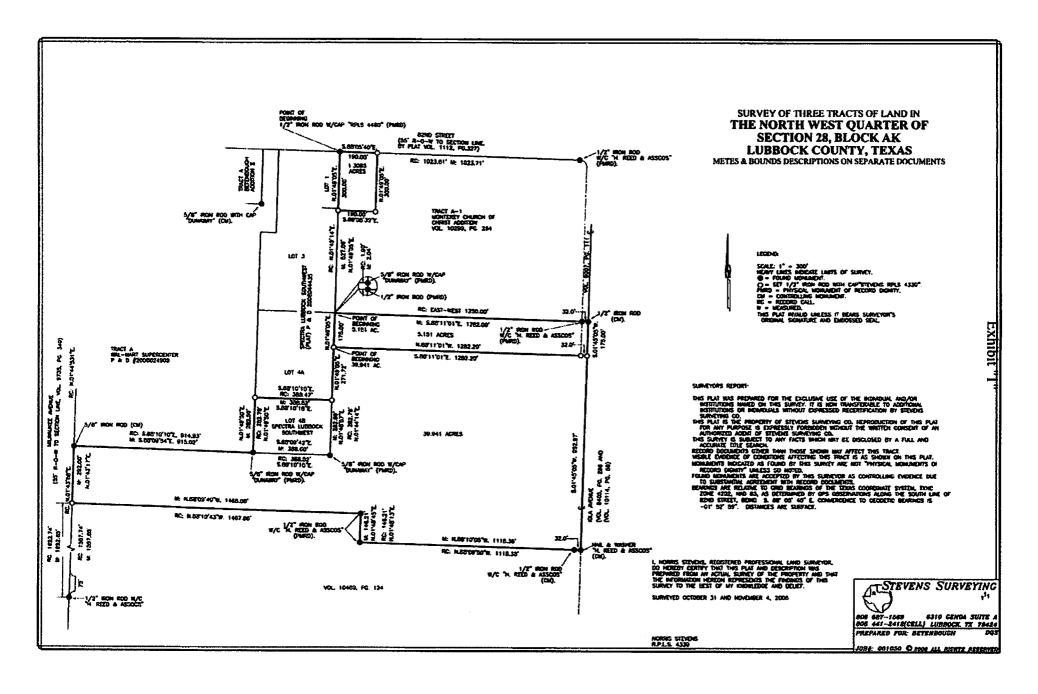
- 13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at \$.11 per \$100.00 valuation.
- 14. Documentation of liability insurance will be attached to this letter
- 15. Addressed in Section 6 of the petition
- 16. Addressed in Section 5 of the petition

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

Drew Wegman

Community Development

Betenbough Homes



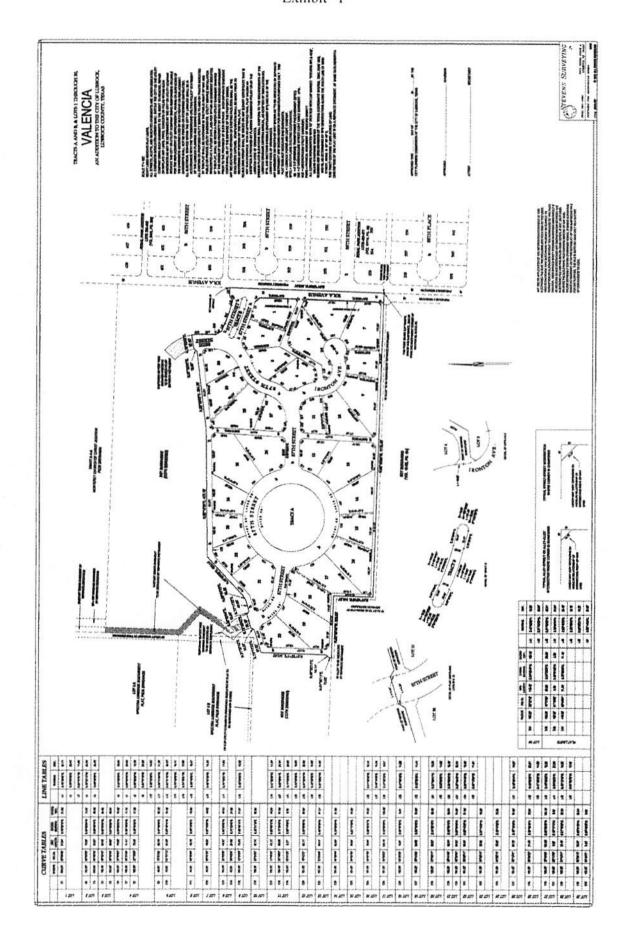


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

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

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

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

EXHIBIT A

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

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

N. 01° 49'

Exhibit B

City of Lubbock, TX Finance Department Valencia Public Improvement District Proposed 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- * Assessment rate will be \$0.18/\$100 valuation.
- * All property will be assessed based on the final 2023 "net taxable value".

Service Plan

Tax Year
Property Values (Taxable Values)
Discounted Property Values (95%)
Fiscal Year Revenues
Interest Earnings
Assessment @ \$0.18
Total
Expense
Park & Entrance Maintenance
Repairs
Public Improvement Projects
Park Equipment Maintenance
Electric Costs
Water Cost
Administrative Costs
Annual Operation Cost
Total
Cash Reserve

Adopted	Proposed						
Budget	Budget		Proje	cted			
2022	2023	2024	2025	2026	2027		Totals
36,945,231	40,481,949	41,332,070	42,200,043	43,086,244	43,991,055	4	3,991,055
35,097,969	38,457,852	39,265,466	40,090,041	40,931,932	41,791,503	4	1,791,503
2022-23	2023-24	2023-24	2024-25	2025-26	2026-27		Totals
982	3,037	2,955	2,869	2,778	2,683	\$	15,303
63,176	69,224	70,678	72,162	73,677	75,225		424,142
64,158	72,261	73,633	75,031	76,455	77,907	\$	439,446
						١.	
31,000	31,930	32,569	33,220	33,884	34,562	\$	197,165
5,000	5,000	5,100	5,202	5,306	5,412		31,020
23,279	10,000	10,200	10,404	10,612	10,824		75,319
2,500	1,600	1,632	1,665	1,698	1,732		10,826
3,000	3,500	3,570	3,641	3,714	3,789		21,214
2,800	3,080	3,142	3,204	3,269	3,334		18,828
10,648	12,338	12,585	12,836	13,093	13,355		74,855
5,617	7,163	7,306	7,452	7,601	7,753		42,894
83,844	74,611	76,103	77,625	79,178	80,761	\$	472,123
		·					-
86,781	84,431	81,961	79,366	76,644	73,790	\$	73,790

Assessment Information for \$100,000 Home = \$180

^{*} Property Value growth rate = 2.1% annually

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Valencia Public Improvement District

Please take notice that on August 22, 2023 at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, Texas 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Valencia Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

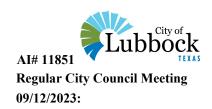
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately \$388,279 over the next five (5) years. The estimated annual cost increases from \$74,611 in FY 2023-24 to \$80,761 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.18 per \$100.00 of valuation through year 2027.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Valencia Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown**, **City of Lubbock Business Development Department at 775-3082**.



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0104, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On August 22, 2023, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Willow Bend Villas PID to speak in favor of, or in opposition to, the assessment to be levied in the Willow Bend Villas PID for 2023. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2023 is \$0.15 per \$100 valuation, and does not change from 2022. All property will be assessed for 2023.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of \$0.15 per \$100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Willow Bend Villas PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2023 is \$73,812.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Willow Bend Villas PID Public Hearing Notice 2023

ORDINANCE	NO.

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE WILLOW BEND VILLAS PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2023 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2023-24; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2021-R0439 the City Council of the City (the "Council") attached hereto as Exhibit A, which made certain findings concerning the advisability of creating the Willow Bend Villas Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the PID; and

WHEREAS, On December 14, 2021, the City Council passed Ordinance No. 2021-O0170, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2023 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B;" and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 22, 2023, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2023 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2023 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto as Exhibit C; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.15 per \$100.00 valuation for tax years 2023 through 2027, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2023 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 22, 2023 at 2:00 p.m. in the City Council Chamber, 1314 Avenuc K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act.

The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2023 City net taxable value in the manner described in the assessment attached hereto in Exhibits B and C shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established herein, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named; and, with such lien being attached on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid; and, with such lien being perfected on attachment requiring no further action by the Council.

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2024 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains

unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: THAT all assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council o	n first reading on	, 2023.
Passed by the City Council o	n second reading on	, 2023.
	TRAY PAYNE, MAYO)R
ATTEST:		
Courtney Paz, City Secretary		

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. Willow Bend Villas Assessment 2023 August 22, 2023

Exhibit A

Resolution No. 2021-R0439 Item No. 8.5 October 26, 2021

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE WILLOW BEND VILLAS PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to:

- (a) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and
- (b) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

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

WHEREAS, the Petition covers property within an area generally bounded by 19th Street to the North, Kelsey Avenue to the East, and railroad tracks to the south and west, with such property being the development known as Willow Bend Villas, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the twenty-sixth (26th) day of October, 2021, at five (5:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and NOW THEREFORE:

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

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

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

- (a) That the public hearing on the advisability of authorizing the Willow Bend Villas Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Willow Bend Villas Public Improvement District; and
- (b) That authorization of the Willow Bend Villas Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Willow Bend Villas Public Improvement District for the general purpose of financing improvements and services related to:
 - (a) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as

playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

- (b) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and
- (c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Willow Bend Villas Public Improvement District through Fiscal Year 2025-26 is approximately one hundred thirty six thousand eight hundred fifty two dollars (\$136,852) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and
- (d) That the Costs will be paid by the proposed assessment rate of fifteen cents (\$0.15) per one hundred dollars (\$100) of valuation of property within the Willow Bend Villas Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and
- (e) That as to the apportionment of the Costs between the Willow Bend Villas Public Improvement District and the City, all the Costs will be paid by the Willow Bend Villas Public Improvement District through assessments on the property within the boundaries of the Willow Bend Villas Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Willow Bend Villas Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Willow Bend Villas Public Improvement District Advisory Board for the Willow Bend Villas Public Improvement District. The Willow Bend Villas Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Willow Bend Villas Public Improvement District. The Willow Bend Villas Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Willow Bend Villas Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Willow Bend Villas Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Willow Bend Villas Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Willow Bend Villas Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Willow Bend Villas Public Improvement District, an election will be held for the

Willow Bend Villas property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Willow Bend Villas Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Willow Bend Villas Public Improvement District.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 26th day	of October	, 2021.
	DANIEL M	I. POPE, MAYOR
ATTEST:		
Rebecca Garza, City Secretary		
APPROVED AS TO CONTENT:		
Brianna Gerardi, Director of Business Develop	oment	
APPROVED AS TO FORM:		
Kelli Leisure, Assistant City Attorney		

CITY OF LUBBOCK §
COUNTY OF LUBBOCK §
STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Willow Bend Villas development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (September 14, 2021), in the area known as Willow Bend Villas, as shown on the attached map; the petitioners own 100% of the area within the proposed Willow Bend Villas PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of September, 2021.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock

Lubbock County, State of Texas



Date: September 16, 2021

To: Becky Garza, City Secretary

From: Brianna Gerardi, Business Development Director

CC: Blu Kostelich, Chief Financial Officer

Re: Willow Bend Villas Public Improvement District Petition

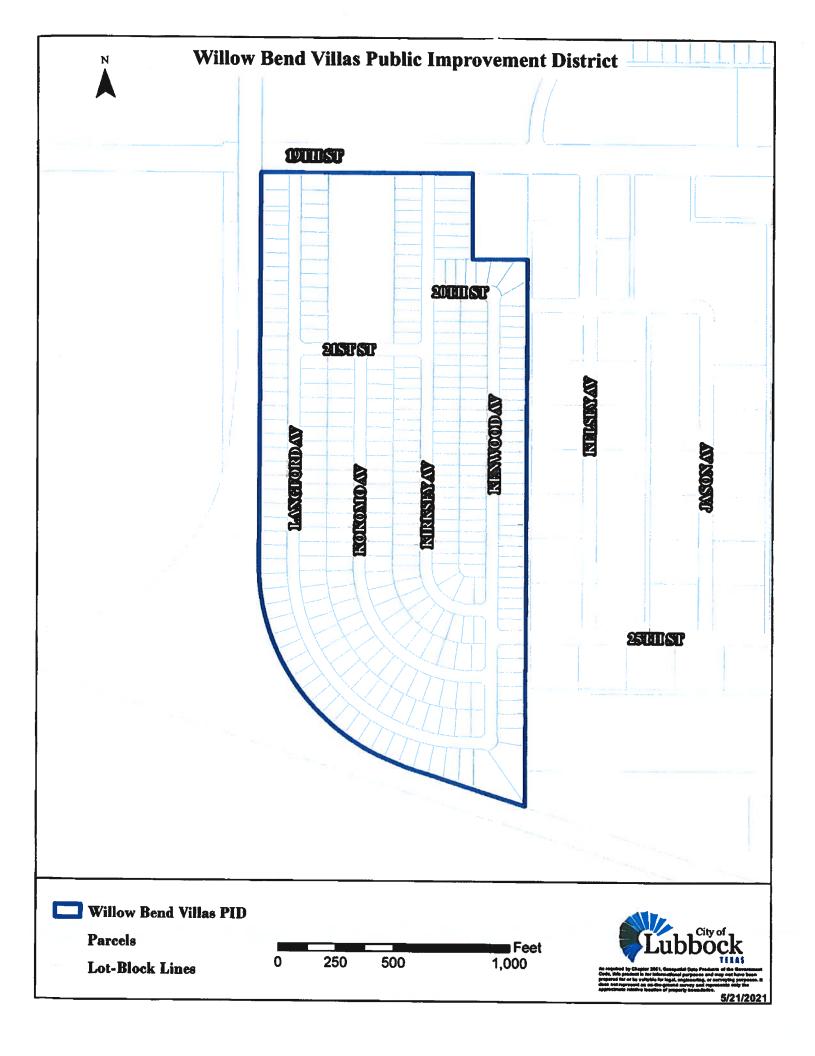
Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Willow Bend Villas development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet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

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (September 14, 2021). Since the petitioners own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

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

The notarized signature on the Willow Bend Villas petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Business Development Department and reviewed by GIS and Data Services.

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Property (D	Owner Name	Owner Address	SitusAddress	4,2021 LegalDescription	Acres	TotalPropMktValue	TotalAssessedValue
R30086	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	LUBBOCK 79407	BLX D6 SEC 6 AB 880 TR D12 & TR C D4 AC: 65.552 LESS ROW	63.1982	\$202,107.00	\$202,107.00





September 20, 2021

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

RE: Willow Bend Villas, Public Improvement District

Dear Honorable Mayor and City Council;

Willow Bend Villas (19th and Mackey) is a residential development within the city limits of the City of Lubbock bound on the North by 19th Street, adjacent to the East by Kelsey Ave, and adjacent to railroad tracks to the South and West. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Willow Bend Villas (19th and Mackey).

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

- 1. Betenbough has purchased/optioned almost 63.1982 acres. Betenbough plans to invest \$250,000 in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.
- 5. If there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.
- 6. Map of the area is attached to this email and is to be added to the petition.



- 7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.
- 8. Addressed in Section 2 of the petition. We feel that the 2 pocket parks and improved basin area creates a quality of life for the homeowners. Each park area will have a different playscape but will match in color, tying the community together in the park landscaping. The basin will also have some trees on the north side along 19th street protecting the view for the public looking into the community, and for the community as a buffer for 19th street traffic.
- 9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.
- 10. General description of proposed improvements in Section 2 of the petition.
- 11. The estimated total cost of the improvements is approximately \$250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately \$25,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".
- 12. Budget is attached in the service plan.
- 13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at \$.15 per \$100.00 valuation.
- 14. Documentation of liability insurance will be attached to this letter.
- 15. Addressed in Section 6 of the petition.
- 16. Addressed in Section 5 of the petition.

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



Chris Berry

Development

Betenbough Homes

Chris Berry

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO Willow Bend Villas (19th and Mackey)

THE STATE OF TEXAS §

§

CITY OF LUBBOCK

§

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: \$500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - \$75,000 for proposed improvements made by developer.

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Betenbough Homes LLC

Chris Berry, Land Planning Manager

THE STATE OF TEXAS

§

COUNTY OF LUBBOCK



On this, the _______ day of _______ day of ________ 2021, before me, the undersigned Notary Public, personally appeared Kelly Oaks who acknowledged that he is Community Development Manager of Betenbough Homes, LLC, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

Notary Public Signature

EXHIBIT A

The Land

Description, "Tract A":

A 63.1982 acre tract of land located in the East Half (E/2) of Section 6, Block D-6, Brooks and Burleson Survey, Abstract Number 880, Lubbock County, Texas, and being situated within and a portion of that certain tract of land conveyed to HWY 179, LTD. described as "Tract 1" and all of that certain tract of land described as "Tract 2" in a General Warranty Deed recorded in Volume 10145, Page 346, and all of that certain 0.19 acre tract of land conveyed to HWY 179, LTD. described in a General Warranty Deed recorded in Volume 10394, Page 34, Official Public Records of Lubbock County, Texas, said 63.1982 acre tract, hereinafter referred to as "Tract A", being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "AMD ENG" set in place of a 1/2" iron rod with a cap marked "WSCI" found bent at the intersection of the east right-of-way line of the West Texas and Lubbock Railroad, as described in Volume 6182, Page 346 of the Real Property Records of Lubbock County, Texas, and the south right-of-way line of State Highway 114, also known as 19th Street, as described in Volume 181, Page 214 and Volume 491, Page 47 of the Deed Records of Lubbock County, Texas, at the northwest corner of said 0.19 acre tract for the northwest corner of this said Tract "A" and having coordinates of Northing: 7,274,815.61 and Easting: 897,482.48 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 6 bears N. 01° 48' 46" E. a distance of 65.00 feet and S. 88° 11' 14" E. a distance of 2465.72 feet, as calculated from calls in said railroad right-of-way deed;

THENCE S. 88° 11' 14" E., along said right-of-way line of State Highway 114, a distance of 911.41 feet to a 1/2" iron rod with a cap marked "HRA" found at the northwest corner of that certain 2.0 acre tract of land described in a Warranty Deed recorded in Volume 4730, Page 67 of the Real Property Records of Lubbock County, Texas, for the most northerly northeast corner of this said "Tract A";

THENCE S. 01° 51' 08" W. a distance of 370.84 feet to a 1/2" iron rod found at the southwest corner of said 2.0 acre tract for an ell corner of this said "Tract A";

THENCE S. 88° 11' 59" E. a distance of 234.91 feet to a 1/2" iron rod with a cap marked "WSCI" found at the southeast corner of said 2.0 acre tract for the most easterly northeast corner of this said "Tract A";

THENCE S. 01° 51' 30" W., along the west line of an alley and the west plat limits of Energy Circle, Lots 1 thru 40, an addition to Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1835, Page 129 of the Deed Records of Lubbock County, Texas, at a distance of 1869.46 feet pass a 1/2" iron rod found at the end of said alley, continuing at a distance of 2204.38 feet pass a 1/2" iron rod with a cap marked "HRA" found at the southeast corner of said plat limits of Energy Circle, same being the northwest corner of that certain 11.16 acre tract of land described in a Warranty Deed recorded in County Clerk's file

number 2010001381 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 2359.76 feet to a 1/2" iron rod with a cap marked "HRA" found in the north right-of-way line of the West Texas and Lubbock railroad, as described in Volume 99, Page 459 of the Deed Records of Lubbock County, Texas, at the southwest corner of said 11.16 acre tract and the southeast corner of this said "Tract A", having coordinates of Northing: 7,272,050.90 and Easting: 898,539.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 70° 19' 00" W., along said railroad right-of-way line, a distance of 540.93 feet to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection at the southeast corner of that certain 8.71 acre right-of-way parcel for the West Texas and Lubbock Railroad described in Volume 6254, Page 30 of the Real Property Records of Lubbock County, Texas, for a corner of this said "Tract A":

THENCE N. 64° 25' 16" W. a distance of 103.01 to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection in the northeasterly right-of-way line of said railroad for a corner of this said "Tract A";

THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 31° 13' 29" W., to a 1/2" iron rod with a cap marked "WSCI" found at a point of tangency in the east right-of-way line of said railroad for a corner of this said "Tract A";

THENCE N. 02° 00' 10" E., along the east right-of-way line of said railroad at a distance of 1482.82 feet pass the northeast corner of said right-of-way in Volume 6254, Page 30, same being the southeast corner of said right-of-way in Volume 6182, Page 346, and the southwest corner of said 0.19 acre tract, continuing for a total distance of 1691.66 feet to the Point of Beginning. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. Survey feet.

EXHIBIT B

Sketch

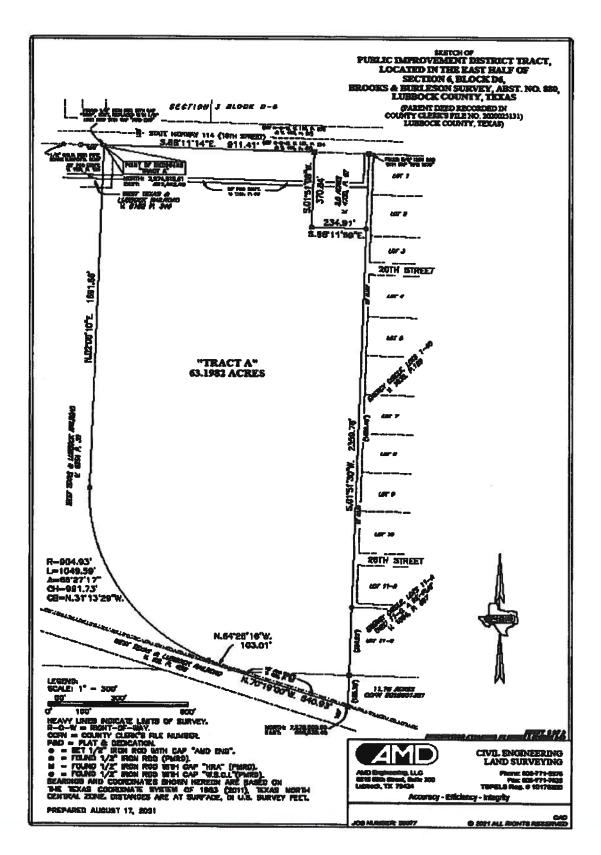


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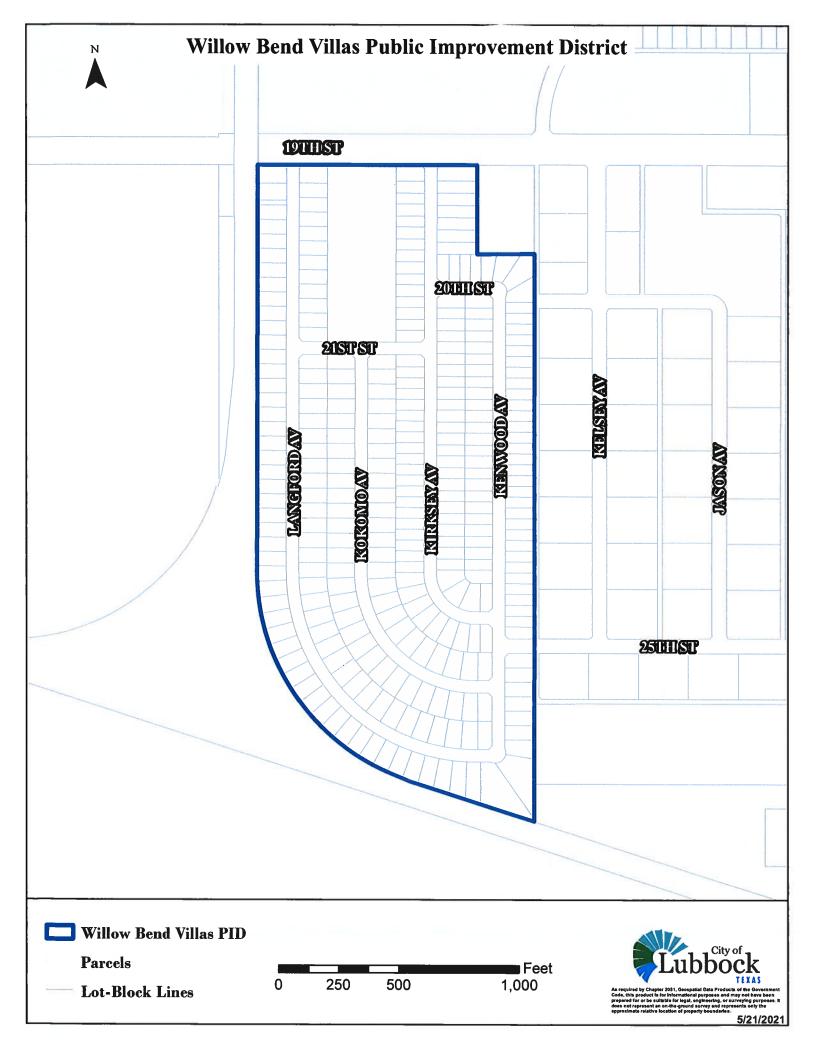
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Proposed Revenue/Expense Worksheet Willow Bend Villas

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District

* Assessment rate will be \$0.15/\$100 valuation

* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

			PRO	PROPOSED		
TAX YEAR	2022	2023	2024	2025	2026	Totals
Property Values*	8,750,000	22,050,000	37,366,000	53,863,320	54,940,586	54,940,586
Discounted Property Values	7,875,000	19,845,000	33,629,400	48,476,988	49,446,528	49,446,528
FISCAL YEAR REVENUES	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Totals
Interest	1	1	1	•	1,533	1,533
Assessment @ \$0.15	11,813	29,768	50,444	72,715	74,170	238,909
Assessment @ \$0.10	-	•	ı	•	•	•
Total	11,813	29,768	50,444	72,715	75,703	240,442
EXPENSES						
Park 1						
Pocket Park (playscape and landscaping)	1	7,650	7,803	7,959	8,118	31,530
Park 2						
Pocket Park (playscape and landscaping)		7,650	7,803	7,959	8,118	31,530
Signage	ı					
Neighborhood Entry Signs	•	1,020	1,040	1,061	1,082	4,204
Landscaping						
Trees along 19th st	1	1,020	1,040	1,061	1,082	4,204
Basing Landscaping						
Proirrigation and grass establishment	•	5,100	5,202	5,306	5,412	21,020
Electric Cost for irrigation						
Proposed Parks 1 and 2	1	1,408	1,436	1,465	1,494	5,803
Administrative Costs	3,000	3,577	3,649	3,722	3,796	17,744
Annual Operating Costs	4,000	4,080	4,162	4,245	4,330	20,816
Paid by developer						
Total	2,000	31,505	32,135	32,778	33,434	136,852
Cash Reserves	4,813	3,075	21,384	61,321	103,590	103,590
*Property Value growth rate = 2% annually						
**Expense growth rate = 2% annually						

2021 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	***************************************	 	_
Signature of Purchaser			

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

2021 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	:			

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Exhibit B Willow Bend Villas City of Lubbock, TX Finance Department

Willow Bend Villas Proposed PID 2023 Service and Assessment Plan

Method of Assessment

- * Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to
- * Assessment rate will be \$0.15/\$100 valuation
- * All property will be assessed based on the final 2023 "net taxable value".

Service Plan

	Adopted	Proposed					
	Budget	Budget		Proje	cted		
TAX YEAR	2022	2023	2024	2025	2026	2027	Totals
Property Values (Taxable Value)	8,750,000	54,675,660	70,644,173	87,807,057	89,563,198	91,354,462	91,354,462
Discounted Property Values = 90%	7,875,000	49,208,094	63,579,756	79,026,351	80,606,878	82,219,016	82,219,016
FISCAL YEAR REVENUES	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	2027-28	Totals
Interest	-	193	2,495	5,739	10,026	14,566	33,018
Assessment @ \$0.15	11,813	73,812	95,370	118,540	120,910	123,329	543,773
Total	11,813	74,005	97,865	124,279	130,936	220,113	659,010
EXPENSES Pocket Park 1 - 2102 Kinsey Ave	_	-	-	-	-	-	-
Pocket Park 2 - 2158 Kinsey Ave	_	-	-	_	-	_	-
Basin Park - 8945 19th St	-	-	-	_	-	-	-
Entry Signs	-	-	-	-	-	-	-
Repairs	-	-	-	-	-	-	-
Park Equipment Maintenance	-	-	-	-	-	-	-
Public Improvement Projects	-	-	-	-	-	-	-
Electric Cost	-	-	-	-	-	-	-
Water Cost	-	-	-	-	-	-	-
Administrative Cost	3,000	10,439	10,648	10,861	11,078	11,300	57,325
Annual Operating Cost	4,000	6,000	6,120	6,242	6,367	6,495	35,224
Total	7,000	16,439	16,768	17,103	17,445	17,794	92,549
	4.010	50.075	440.4==	252.651	264432	F.C. 454	4 204 642
Cash Reserves	4,813	62,378	143,475	250,651	364,142	566,461	1,391,919

^{*}Property Value growth rate = 2% annually

Assessment Information for \$100,000 home = \$150.00

^{**}Expense growth rate = 2% annually

EXHIBIT B 2023 Service and Assessment Plan

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [an assessment] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [an] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [the] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:	
Signature of Purchaser	

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

EXHIBIT B 2023 Service and Assessment Plan

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date:		

Signature of Purchaser

- (b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.
 - (c) This section does not apply to a transfer:
 - (1) under a court order or foreclosure sale;
 - (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - (6) from one co-owner to another co-owner of an undivided interest in the real property;
 - (7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - (8) to or from a governmental entity; or
 - (9) of only a mineral interest, leasehold interest, or security interest.
- (d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Notice of Public Hearing for the Review of the Assessment Rate for the Willow Bend Villas Public Improvement District

Please take notice that on August 22, 2023, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2023 assessment rate for property owners in the Willow Bend Villas Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing in the City Secretary's Office after August 10, 2023.

The following information is hereby provided concerning the matters to be considered at such hearing:

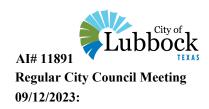
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles, and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision, including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at \$85,549 over the next five years. The estimated annual cost rises from \$16,439 in FY 2023-24 to \$17,794 in FY 2027-28. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.15 per \$100.00 of valuation through tax year 2027.

Boundaries: The District is located within the City of Lubbock, Texas. The proposed Willow Bend Villas Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street to the north, Kelsey Avenue to the east, and railroad tracks to the south and west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: Brianna Brown, City of Lubbock Business Development Department at 775-3082.



Information

Agenda Item

Resolutions - Finance: Consider four resolutions authorizing the Mayor to execute Contract 17361 with Premier Waterworks, Inc., Contract 17508 with Core and Main, LP, Contract 17507 with Ferguson Enterprises, Inc., and Contract 17509 with O'Tool Plastic Pipe, Inc., for water inventory items.

Item Summary

An Invitation to Bid (ITB) was issued by the City Purchasing Department for annual pricing of inventory item for the day-to-day operations, maintenance, and construction requirements for the Water Department.

In response to ITB 23-1736-SB, 4 vendors responded with the following bids.

Vendor	Amount
Premier Waterworks, Inc., Lubbock, Texas	\$1,294,461.53
Core and Main, LP, Lubbock, Texas	\$1,286,580.06
Ferguson Waterworks, Lubbock, Texas	\$1,417,246.77
O'Tool Industries, Lubbock, Texas	\$1,545,242.85

Staff recommends contract awards to the 4 lowest bidders meeting the specifications as follows: Premier Waterworks, Inc. of Lubbock, Texas, Core and Main, LP of Lubbock, Texas, Ferguson Enterprises, Inc. of Lubbock, Texas, and O'Tool Plastic Pipe, Inc. of Lubbock, Texas.

The contracts establish pricing for the purchase of inventory items for the day-to-day operations, maintenance, and construction requirements for the Water Department. A tabulation sheet is attached.

The contracts are 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 term of each contract is one year with the option of 4 additional one-year renewals.

Fiscal Impact

The items on contract are purchased as inventory (cost of goods sold) and are subsequently charged to the appropriate department's operating budget or capital project.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Resolution - Premier, Contract 17361 Contract 17361 - Premier Waterworks Inc Resolution - Core and Main, Contract 17508 Contract 17508 - Core and Main LP Resolution - Ferguson, Contract 17507 Contract 17507 - Ferguson Enterprises Inc Resolution - O'Tool, Contract 17509 Contract 17509 - O'Tool Plastic Pipe Inc ITB 23-17361-SB Water Inventory Items (c) 17361 Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 17361 for water inventory items – annual pricing as per ITB 23-17361-SB, by and between the City of Lubbock and Premier Waterworks, Inc., 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:	
ATTEST.	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
D. Blu Kostelich, Chief Financial Officer	
APPROVED AS TO FORM:	
Kelli Leisure, Senior Assistant City Attorne	ey

ccdocs/RES.ServiceContract 17361 Premier Waterworks 8.4.23

City of Lubbock Contract for ITB 23-17361-SB Water Inventory Items – Annual Pricing

THIS CONTRACT made and entered into this	day of _	, 2023, by and between the
City of Lubbock ("City"), and Premier Waterw	orks, Inc.	, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Water Inventory Items – Annual Pricing** 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 **Water Inventory Items – Annual Pricing**

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, **Water Inventory Items Annual Pricing**, and more specifically referred to in "Exhibit A" 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):

<u>Commercial General Liability Requirements</u>: \$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

<u>Workers Compensation and Employer Liability Requirements:</u> 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 <u>all endorsements</u> 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 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. 23-17361-SB, 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	CONTRACTOR
	BY CLU
Tray Payne, Mayor	Authorized Representative
ATTEST:	CRIS Adamson Print Name
	4004 Ave A
Courtney Paz, City Secretary	Address
APPROVED AS TO CONTENT:	City, State, Zip Code
Marta Alvarez, Director of Purchasing and Contract Management	
APPROVED AS TO FORM: Kelli Leisure, Senior Assistant City Attorney	

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. 17508 for water inventory items – annual pricing as per ITB 23-17361-SB, by and between the City of Lubbock and Core and Main, LP, 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:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
D. Blu Kostelich, Chief Financial Officer	
 ,	
APPROVED AS TO FORM:	
Ulli Lumre	
Kelli Leisure, Senior Assistant City Attorne	ev

ccdocs/RES.ServiceContract 17508 Core and Main, LP 8.17.23

City of Lubbock Contract for ITB 23-17361-SB Water Inventory Items – Annual Pricing

THIS CONTRACT made and entered into this _	day of	, 2023, by and between the
City of Lubbock ("City"), and Core and Main, L	P, ("Contracto	or").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Water Inventory Items – Annual Pricing** 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 **Water Inventory Items – Annual Pricing**

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, **Water Inventory Items Annual Pricing**, and more specifically referred to in "Exhibit A" 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):

<u>Commercial General Liability Requirements</u>: \$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

<u>Workers Compensation and Employer Liability Requirements:</u> 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 <u>all endorsements</u> 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 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. 23-17361-SB, 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	CONTRACTOR
Tray Payne, Mayor	BY A. MAD Authorized Representative
ATTEST:	Logan A. Messerly Print Name
Courtney Paz, City Secretary	408 E Ch7200 Address
APPROVED AS TO CONTENT:	Lubbock tx, 79494 City, State, Zip Code
Marta Alvarez, Director of Purchasing	eny, state, 21p code
and Contract Management	
APPROVED AS TO FORM:	

City of Lubbock Contract for ITB 23-17361-SB Water Inventory Items – Annual Pricing

THIS CONTRACT made and entered into this	day of	, 2023, by and between the
City of Lubbock ("City"), and Ferguson Enterprise	s, Inc.,	("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Water Inventory Items – Annual Pricing** 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 **Water Inventory Items – Annual Pricing**

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, **Water Inventory Items Annual Pricing**, and more specifically referred to in "Exhibit A" 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):

<u>Commercial General Liability Requirements</u>: \$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

<u>Workers Compensation and Employer Liability Requirements:</u> 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 <u>all endorsements</u> 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 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. 23-17361-SB, 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	CONTRACTOR
Tray Payne, Mayor	BYAuthorized Representative
ATTEST:	Ryaz C. Moore Print Name
Courtney Paz, City Secretary	510 E. CR7200 Address
APPROVED AS TO CONTENT: Marta Alvarez, Director of Purchasing and Contract Management	Lubback TX 79404 City, State, Zip Code

City of Lubbock Contract for ITB 23-17361-SB Water Inventory Items – Annual Pricing

THIS CONTRACT made and entered into this	day of	, 2023, by and between the
City of Lubbock ("City"), and Ferguson Enterprise	s, Inc.,	("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Water Inventory Items – Annual Pricing** 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 **Water Inventory Items – Annual Pricing**

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, **Water Inventory Items Annual Pricing**, and more specifically referred to in "Exhibit A" 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):

<u>Commercial General Liability Requirements</u>: \$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

<u>Workers Compensation and Employer Liability Requirements:</u> 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 <u>all endorsements</u> 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 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. 23-17361-SB, 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	CONTRACTOR
Tray Payne, Mayor	BYAuthorized Representative
ATTEST:	Ryaz C. Moore Print Name
Courtney Paz, City Secretary	510 E. CR7200 Address
APPROVED AS TO CONTENT: Marta Alvarez, Director of Purchasing and Contract Management	Lubback TX 79404 City, State, Zip Code

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. 17509 for water inventory items – annual pricing as per ITB 23-17361-SB, by and between the City of Lubbock and O'Tool Plastic Pipe, Inc., 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:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
By And	
D. Blu Kostelich, Chief Financial Officer	
APPROVED AS TO FORM:	
Ulli Albure	
Kelli Leisure, Senior Assistant City Attorney	y

ccdocs/RES.ServiceContract 17509 O'Toole 8.17.23

City of Lubbock Contract for ITB 23-17361-SB Water Inventory Items – Annual Pricing

THIS CONTRACT made and entered into this	day of	, 2023, by and between the
City of Lubbock ("City"), and O'Tool Plastic Pipe	. Inc. , ("Cont	ractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Water Inventory Items – Annual Pricing** 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 **Water Inventory Items – Annual Pricing**

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, **Water Inventory Items Annual Pricing**, and more specifically referred to in "Exhibit A" 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.

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- * 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.
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IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and <u>all endorsements</u> 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 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. 23-17361-SB, 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	CONTRACTOR
Turay Payma Mayar	By Mily len
Tray Payne, Mayor	Authorized Representative
	mike Perez
ATTEST:	Print Name
<u> </u>	Box 1917
Courtney Paz, City Secretary	Address
	Lubbock, Tx 79408
APPROVED AS TO CONTENT:	City, State, Zip Code
<u>M</u>	
Marta Alvarez, Director of Purchasing	
and Contract Management	
APPROVED AS TO FORM:	
Ullownie	
Kelli Leisure, Senior Assistant City Attorney	

			Total Cost Location	Core And Main \$1,286,580.06 Lubbock, TX				Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industrie \$1,545,242.85 Lubbock, TX	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX			
#	Items	Quantity Required (+/-)	UOM	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
0 #0-1	Solder PST flux 2 oz can-10 to box, as	50	EA	No Bid	No Bid	No Bid	7	\$4.60	\$230.00	2	\$32.00	\$1,600.00	No Bid	No Bid	No Bid
#0-2	specified in Attachment A Tin/ silver solder 1# spool, as specified in	40	EA	No Bid	No Bid	No Bid	7	\$28.50	\$1,140.00	2	\$42.00	\$1,680.00	No Bid	No Bid	No Bid
#0-3	Attachment A 5-1/4"- 3 ft. bury fire hydrant hydrants , as	2	EA	42	\$2,433.00	\$4,866.00	90-120	\$2,556.50	\$5,113.00	No Bid	No Bid	No Bid	1-21days	\$2,119.33	\$4,238.66
#0-4	specified in Attachment A 5-¼" 3½ ft bury fire hydrant fire hydrants, as	1	EA	42	\$2,492.25	\$2,492.25	90-120	\$2,618.73	\$2,618.73	No Bid	No Bid	No Bid	1-21days	\$2,169.66	\$2,169.66
#0-5	specified in Attachment A 5-1/4" 4ft bury fire hydrant fire hydrants, as	6	EA	42	\$2,578.76	\$15,472.56	90-120	\$2,681.19	\$16,087.14	No Bid	No Bid	No Bid	1-21days	\$2,220.00	\$13,320.00
#0-6	specified in Attachment A 5-1/4' – 4-1/2' bury fire hydrants, as specified in Attachment A	35	EA	42	\$2,610.74	\$91,375.90	90-120	\$2,743.34	\$96,016.90	No Bid	No Bid	No Bid	1-21days	\$2,270.33	\$79,461.55
#0-7	3/4 hose bibb compression faucet, as specified in Attachment A	12	EA	No Bid	No Bid	No Bid	7	\$4.96	\$59.52	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-8	Ramneck—concrete sealant gass 1"x348-ft concrete manhole sealant, as specified in	48	EA	14 to 30	\$86.66	\$4,159.68	7	\$61.76	\$2,964.48	2	\$312.00	\$14,976.00	No Bid	No Bid	No Bid
#0-9	Attachment A 2" plastic manhole adjustment ring, as	60	EA	7 to 14	\$32.58	\$1,954.80	7	\$30.87	\$1,852.20	2	\$40.00	\$2,400.00	No Bid	No Bid	No Bid
#0-10	specified in Attachment A 4" plastic manhole adjustment ring, as	60	EA	7 to 14	\$56.36	\$3,381.60	7	\$53.39	\$3,203.40	2	\$70.25	\$4,215.00	No Bid	No Bid	No Bid
#0-11	specified in Attachment A 1 ½" x 30" plastic manhole adjustment ring, as specified in Attachment A	10	EA	7 to 14	\$44.81	\$448.10	7	\$42.45	\$424.50	2	\$56.00	\$560.00	No Bid	No Bid	No Bid
#0-12	2 ½" x 30" plastic manhole adjustment ring, as specified in Attachment A	10	EA	No Bid	No Bid	No Bid	7	\$42.45	\$424.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-13	4" x 30" plastic manhole adjustment ring, as specified in Attachment A	6	EA	7 to 14	\$57.00	\$342.00	7	\$54.03	\$324.18	2	\$72.00	\$432.00	No Bid	No Bid	No Bid
#0-14	8 in clay x 8 in ci/pvc black sewer adapter coupling, as specified in Attachment A	24	EA	No Bid	No Bid	No Bid	7	\$16.12	\$386.88	2	\$30.65	\$735.60	1-2 days for in stock	\$24.83	\$595.92
#0-15	8 in ci/pvc x 8in ci/pvc black sewer adapter coupling, as specified in Attachment A	10	EA	No Bid	No Bid	No Bid	7	\$16.12	\$161.20	2	\$30.65	\$306.50	1-2 days for in stock	\$24.35	\$243.50
#0-16	10" sewer pipe adapter, as specified in Attachment A	8	EA	No Bid	No Bid	No Bid	7	\$24.20	\$193.60	2	\$46.00	\$368.00	No Bid	No Bid	No Bid
#0-17	12" sewer pipe adapter, as specified in Attachment A	2	EA	No Bid	No Bid	No Bid	7	\$28.24	\$56.48	2	\$54.00	\$108.00	No Bid	No Bid	No Bid
#0-18	4x3 ci sewer adapter to tie 4" and 3" cast iron sewer pipe together, as specified in Attachment A	60	EA	No Bid	No Bid	No Bid	7	\$5.28	\$316.80	2	\$10.05	\$603.00	No Bid	No Bid	No Bid
#0-19	3" ci sewer adapter:adapter to 3" and 3" cast iron sewer pipe together, as specified in	10	EA	No Bid	No Bid	No Bid	7	\$3.91	\$39.10	2	\$9.50	\$95.00	No Bid	No Bid	No Bid
#0-20	Attachment A 4" pvc-pvc black sewer adapter, as specified in	320	EA	No Bid	No Bid	No Bid	7	\$4.90	\$1,568.00	2	\$9.40	\$3,008.00	1-2 days for in stock	\$7.14	\$2,284.80
#0-21	Attachment A 4" pvc-clay black sewer adapter, as specified	640	EA	No Bid	No Bid	No Bid	7	\$4.90	\$3,136.00	2	\$9.40	\$6,016.00	1-2 days for in stock	\$7.30	\$4,672.00
#0-22	in Attachment A 6" pvc-pvc black sewer adapter, as specified in Attachment A	48	EA	No Bid	No Bid	No Bid	7	\$10.48	\$503.04	2	\$19.90	\$955.20	1-2 days for in stock	\$15.28	\$733.44
#0-23	6" pvc-clay black sewer adapter, as specified in Attachment A	240	EA	No Bid	No Bid	No Bid	7	\$10.48	\$2,515.20	2	\$19.90	\$4,776.00	1-2 days for in stock	\$15.62	\$3,748.80
#0-24	4" AC or DI x4" CI or PVC black sewer adapter, as specified in Attachment A	600	EA	No Bid	No Bid	No Bid	7	\$5.29	\$3,174.00	2	\$12.00	\$7,200.00	1-2 days for in stock	\$8.08	\$4,848.00
#0-25	2 in. brass nipple 1 ft. long threaded on both ends, as specified in Attachment A	240	EA	14 to 30	\$41.06	\$9,854.40	7	\$36.01	\$8,642.40	2	\$78.00	\$18,720.00	1-2days for in stock	\$45.00	\$10,800.00
#0-26	2" schedule 80 pvc, as specified in Attachment A	300	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2	\$6.80	\$2,040.00	No Bid	No Bid	No Bid

			Total Cost Location	Core And Main \$1,380,910.11 Lubbock, TX				Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industrie \$1,545,242.85 Lubbock, TX	es	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
#	Items	Quantity Required (+/-)		Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
0	items	(+/-)	UOM	AKU	rrice	Cost	AKO	rnce	Cost	AKO	Frice	Cost	ARO	Frice	Cost
#0-27	Blue magnetic identifying tape 3 inches wide. 1000 feet to a roll, as specified in Attachment A	12	EA	14 to 30	\$21.96	\$263.52	7	\$26.38	\$316.56	2	\$148.00	\$1,776.00	1-7 days for in stock	\$40.52	\$486.24
#0-28	Sewer line marking tape, as specified in Attachment A	3	EA	14 to 30	\$21.96	\$65.88	7	\$26.38	\$79.14	2	\$148.00	\$444	1-7 days for in stock	\$40.52	\$121.56
#0-29	3/4" Rehau Municipex pipe 100' coil, as specified in Attachment A	20	EA	WD	WD	WD	60	\$95.74	\$1,914.80	No Bid	No Bid	No Bid	1-2 days for in stock	\$103.00	\$2,060.00
#0-30	1" Rehau Municipex pipe 100' coil, as specified in Attachment A	30	EA	WD	WD	WD	60	\$157.63	\$4,728.90	No Bid	No Bid	No Bid	1-2 days for in stock	\$154.00	\$4,620.00
#0-31	2" Rehau Municipex pipe 100' coil, as specified in Attachment A	15	EA	WD	WD	WD	60	\$980.22	\$14,703.30	No Bid	No Bid	No Bid	1-2 days for in stock	\$957.00	\$14,355.00
#0-32	Gasket lube—for use in assembling gasketed plastic and ac pipe, as specified in Attachment A	96	EA	No Bid	No Bid	No Bid	7	\$4.68	\$449.28	2	\$5.25	\$504.00	No Bid	No Bid	No Bid
#0-33	1/2 pints, waterproof pipe joint compound, as specified in Attachment A	72	EA	No Bid	No Bid	No Bid	7	\$13.75	\$990.00	2	\$15.35	\$1,105.20	No Bid	No Bid	No Bid
#0-34	4 in pvc coupling sxs, as specified in Attachment A	900	EA	No Bid	No Bid	No Bid	7	\$8.04	\$7,236.00	2	\$17.50	\$15,750.00	No Bid	No Bid	No Bid
#0-35	2x1-1/2 brass bushing, as specified in Attachment A	75	EA	14 to 30	\$10.93	\$819.75	7	\$11.34	\$850.50	2	\$20.00	\$1,500.00	1-7 days for in stock	\$11.50	\$862.50
#0-36	1x3/4 brass bushing, as specified in Attachment A	100	EA	14 to 30	\$3.57	\$357.00	7	\$3.51	\$351.00	2	\$6.20	\$620.00	1-7 days for in stock	\$3.52	\$352.00
#0-37	2x1 brass bushing, as specified in Attachment A	5	EA	14 to 30	\$13.88	\$69.40	7	\$13.65	\$68.25	2	\$24.15	\$120.75	1-7 days for in stock	\$13.99	\$69.95
#0-38	1 ½ in brass coupling - total inside to be threaded, as specified in Attachment A	40	EA	14 to30	\$11.52	\$460.80	7	\$11.34	\$453.60	No Bid	No Bid	No Bid	1-7 days for in stock	\$14.35	\$574.00
#0-39	2 in. brass coupling - total inside to be threaded, as specified	240	EA	14 to 30	\$18.96	\$4,550.40	7	\$18.66	\$4,478.40	No Bid	No Bid		1-7 days for in stock	\$18.50	\$4,440.00
#0-40	6 in. Bell joint clamp for 6 in. Class 150 cast iron pipe, as specified in Attachment A	1	EA	14 to 30	\$185.28	\$185.28	14	\$153.69	\$153.69	1	\$273.00	\$273.00	1-7 days for in stock	\$149.00	\$149.00
#0-41	3-4 in. x 7-1/2in. full circle repair clamp, as specified in Attachment A	60	EA	14 to 30	\$65.72	\$3,943.20	14	\$66.20	\$3,972.00	2	\$117.00	\$7,020.00	1-7 days for in stock	\$63.61	\$3,816.60
#0-42	4-5 x 7-1/2in. full circle repair clamp, as specified in Attachment A	60	EA	14 to 30	\$65.72	\$3,943.20	14	\$71.69	\$4,301.40	2	\$127.00	\$7,620.00	1-7 days for in stock	\$68.89	\$4,133.40
#0-43	6in. x 12in. full circle repair clamp, as specified in Attachment A	36	EA	14 to 30	\$173.06	\$6,230.16	14	\$133.89	\$4,820.04	2	\$237.00	\$8,532.00	1-7 days for in stock	\$177.00	\$6,372.00
#0-44	8in. x 12in. full circle double band repair clamp, as specified in Attachment A	20	EA	14 to 30	\$189.53	\$3,790.60	14	\$160.36	\$3,207.20	2	\$341.00	\$6,820.00	1-7 days for in stock	\$192.00	\$3,840.00
#0-45	10in. x 15in. full circle double band repair clamp, as specified in Attachment A	6	EA	14 to 30	\$234.98	\$1,409.88	14	\$238.61	\$1,431.66	2	\$587.00	\$3,522.00	1-7 days for in stock	\$229.99	\$1,379.94
#0-46	12x15 full circle repair clamp, as specified in Attachment A	3	EA	14 to 30	\$280.70	\$842.10	14	\$287.90	\$863.70	2	\$510.00	\$1,530.00	1-7 days for in stock	\$286.86	\$860.58
#0-47	12in. x 12in. full circle repair clamp, as specified in Attachment A	1	EA	14 to 30	\$219.66	\$219.66	14	\$223.05	\$223.05	2	\$395.00	\$395	1-7 days for in stock	\$222.25	\$222.25
#0-48	12in x 20in full circle single band repair clamp, as specified in Attachment A	1	EA	14 to 30	\$360.16	\$360.16	14	\$365.70	\$365.70	2	\$649.00	\$649	1-7 days for in stock	\$364.38	\$364.38
#0-49	12in x 20in full circle single band repair clamp, as specified in Attachment A	1	EA	14 to 30	\$372.92	\$372.92	14	\$378.67	\$378.67	2	\$649.00	\$649	1-7 days for in stock	\$362.07	\$362.07
#0-50	2in. full circle repair clamp, as specified in Attachment A	100	EA	14 to 30	\$51.70	\$5,170.00	14	\$52.50	\$5,250.00	2	\$93.00	\$9,300.00	1-7 days for in stock	\$50.45	\$5,045.00
#0-51	2in. full circle repair clamp, as specified in Attachment A	80	EA	14 to 30	\$56.16	\$4,492.80	14	\$57.03	\$4,562.40	2	\$101.00	\$8,080.00	1-7 days for in stock	\$54.80	\$4,384.00
#0-52	2in. x 3/4in. service saddle, single strap, ductile iron body, tapped 3/4", as specified in Attachment A	6	EA	14 to 30	\$21.08	\$126.48	14	\$14.48	\$86.88	2	\$28.05	\$168.30	1-7 days for in stock	\$15.00	\$90.00

			Total Cost Location	Core And Main \$1,380,910.11 Lubbock, TX			Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industrie \$1,545,242.85 Lubbock, TX	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX				
#	Items	Quantity Required (+/-)	UOM	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
#0-53	2in. x 1in. service saddle, ductile iron body, single strap, tapped 1", as specified in Attachment A	1	EA	14 to 30	\$21.08	\$21.08	14	\$14.48	\$14.48	2	\$28.05	\$28.05	1-7 days for in stock	\$15.00	\$15.00
#0-54	Attachment A 3in. x 3/4in. service saddle, ductile iron body, single strap, tapped 3/4", as specified in Attachment A	10	EA	14 to 30	\$23.81	\$238.10	120	\$21.69	\$216.90	2	\$47.50	\$475.00	No Bid	No Bid	No Bid
#0-55	3in. x 1in. service saddle, ductile iron body, single strap, tapped 1", as specified in Attachment A	72	EA	14 to 30	\$23.81	\$1,714.32	120	\$21.69	\$1,561.68	2	\$47.50	\$3,420.00	No Bid	No Bid	No Bid
#0-56	4in. x 2in. service saddle, ductile iron body, double strap, tapped 2", as specified in Attachment A	18	EA	14 to 30	\$45.06	\$811.08	14	\$36.39	\$655.02	2	\$69.50	\$1,251.00	1-7 days for in stock	\$37.42	\$673.56
#0-57	6 in. x 2 in. service saddle shall have a ductile iron body, as specified in Attachment A	18	EA	14 to 30	\$43.71	\$786.78	14	\$42.14	\$758.52	2	\$81.50	\$1,467.00	1-7 days for in stock	\$40.49	\$728.82
#0-58	8in. x 2in. service saddle, ductile iron body, as specified in Attachment A	24	EA	14 to 30	\$48.29	\$1,158.96	14	\$46.55	\$1,117.20	2	\$90.00		1-7 days for in stock	\$44.74	\$1,073.76
#0-59	10in. x 2in. service saddle, ductile iron body, as specified in Attachment A	10	EA	14 to 30	\$63.68	\$636.80	14	\$61.40	\$614.00	2	\$118.00	\$1,180.00	1-7 days for in stock	\$59.00	\$590.00
#0-60	10 in. x 1 in. service saddle shall have a ductile iron body, as specified in Attachment A	20	EA	14 to 30	\$31.55	\$631.00	14	\$31.07	\$621.40	2	\$93.00	\$1,860.00	1-7 days for in stock	\$30.95	\$619.00
#0-61	12in x 2in service saddle, ductile iron body, as specified in Attachment A	6	EA	14 to 30	\$76.35	\$458.10	14	\$73.61	\$441.66	2	\$142.00	\$852.00	1-7 days for in stock	\$70.75	\$424.50
#0-62	12" x 1" repair service saddle, ductile iron body, as specified in Attachment A	1	EA	14 to 30	\$143.87	\$143.87	14	\$138.71	\$138.71	2	\$112.00	\$112.00	No Bid	No Bid	No Bid
#0-63	3" x 2" service saddle, ductile iron body, as specified in Attachment A	4	EA	14 to 30	\$35.08	\$140.32	14	\$33.83	\$135.32	2	\$63.00	\$252.00	No Bid	No Bid	No Bid
#0-64	8" x 1" service saddle, ductile iron body, as specified in Attachment A	120	EA	14 to 30	\$40.49	\$4,858.80	14	\$39.04	\$4,684.80	2	\$72.00	\$8,640.00	1-7 days for in stock	\$37.51	\$4,501.20
	16" x 2" service saddle, ductile iron body, as specified in Attachment A	2	EA	14 to 30	\$138.57	\$277.14	14	\$133.60	\$267.20	2	\$259.00	\$518.00	1-7 days for in stock	\$135.00	\$270.00
#0-66	16" x 1" service saddle, ductile iron body, as specified in Attachment A	1	EA	14 to 30	\$103.83	\$103.83	14	\$100.10	\$100.10	2	\$180.00	\$180.00	1-7 days for in stock	\$101.00	\$101.00
#0-67	2" dresser coupling cast flexible coupling, as specified in Attachment A	100	EA	14 to 30	\$28.46	\$2,846.00	14	\$36.51	\$3,651.00	2	\$67.00	\$6,700.00	1-7 days for in stock	\$38.00	\$3,800.00
#0-68	2 ½ flex coupling cast flexible coupling, as specified in Attachment A	48	EA	14 to 30	\$46.48	\$2,231.04	14	\$47.20	\$2,265.60	2	\$87.00	\$4,176.00	1-7 days for in stock	\$48.00	\$2,304.00
#0-69	3" dresser coupling cast flexible coupling, as specified in Attachment A	24	EA	14 to 30	\$59.06	\$1,417.44	14	\$59.97	\$1,439.28	2	\$111.00	\$2,664.00	1-7 days for in stock	\$61.00	\$1,464.00
#0-70	3' flexible coupling cast flexible coupling, as specified in Attachment A	10	EA	14 to 30	\$59.06	\$590.60	14	\$59.97	\$599.70	2	\$111.00	\$1,110.00	1-7 days for in stock	\$61.00	\$610.00
#0-71	4in cast flexible coupling for asbestos cement pipe, as specified in Attachment A	20	EA	14 to 30	\$73.83	\$1,476.60	14	\$74.98	\$1,499.60	2	\$138.00	\$2,760.00	1-7 days for in stock	\$76.00	\$1,520.00
#0-72	3/4in. x 5in. brass coupling for 3/4in. Type K copper pipe, as specified in Attachment A	300	EA	No Bid	No Bid	No Bid	7	\$12.74	\$3,822.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-73	3in. x 2in. reducing cast flexible coupling, as specified in Attachment A	1	EA	14 to 30	\$264.63	\$264.63	120	\$255.04	\$255.04	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-74	1 x 5 brass gee compression coupling for 1in. copper tubing, as specified in Attachment A	200	EA	No Bid	No Bid	No Bid	7	\$18.58	\$3,716.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-75	6" ci dresser coupling cast flexible coupling for 6in. Class 150 cast iron pipe, as specified in Attachment A	45	EA	14 to 30	\$94.70	\$4,261.50	14	\$96.15	\$4,326.75	2	\$239.00	\$10,755.00	1-7 days for in stock	\$98.00	\$4,410.00

	Total Cost Location			Core And Main \$1,380,910.11 Lubbock, TX				Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industri \$1,545,242.85 Lubbock, TX	es	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
		Quantity	,	Delivery		T 1	Delivery		T	Delivery			Delivery		m . 1
#	Items	Required (+/-)	UOM	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost
0															
#0-76	8" ci dresser coupling cast flexible coupling for 8in. Class 150 cast iron pipe, as specified in Attachment A	30	EA	14 to 30	\$128.55	\$3,856.50	14	\$130.53	\$3,915.90	2	\$303.00		1-7 days for in stock	\$132.00	\$3,960.00
#0-77	12" ci dresser coupling cast coupling for 12 in. Class 150 cast iron pipe, as specified in Attachment A	10	EA	14 to 30	\$215.13	\$2,151.30	30	\$218.44	\$2,184.40	2	\$635.00	\$6,350.00	1-7 days for in stock	\$220.00	\$2,200.00
#0-78	3/4" rubber gasket insulating gasket for 3/4 in. copper pipe, as specified in Attachment A	1	EA	14 to 30	\$58.00	\$58.00	30	\$7.21	\$7.21	2	\$12.30	\$12.30	1-7 days for in stock	\$7.50	\$7.50
#0-79	Cast flexible coupling for 10 in. Class 150 cast iron pipe, as specified in Attachment A	10	EA	14 to 30	\$181.32	\$1,813.20	30	\$169.87	\$1,698.70	2	\$575.00	\$5,750.00	1-7 days for in stock	\$175.00	\$1,750.00
#0-80	2 x 5 in (od 2.13) brass gee coupling for copper pipe, as specified in Attachment A	10	EA	No Bid	No Bid	No Bid	7	\$36.31	\$363.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-81	16 in. Omni coupling for cast iron pipe, as specified in Attachment A	6	EA	14 to 30	\$585.06	\$3,510.36	30	\$594.06	\$3,564.36	2	\$1,035.00	\$6,210.00	1-7 days for in stock	\$599.00	\$3,594.00
#0-82	2" brass 90 deg. elbow, as specified in Attachment A	320	EA	14 to 30	\$22.46	\$7,187.20	7	\$21.66	\$6,931.20	2	\$38.30	\$12,256.00	1-7 days for in stock	\$21.68	\$6,937.60
#0-83	³ / ₄ x 2 ½ short meter coupling, as specified in Attachment A	400	EA	140 to 210	\$11.05	\$4,420.00	120	\$10.62	\$4,248.00	2	\$28.00	\$11,200.00	1-7 days for in stock	\$15.49	\$6,196.00
#0-84	3/4 in. 90 degree meter coupling, as specified in Attachment A	120	EA	140 to 210	16.98	\$2,037.60	120	\$15.62	\$1,874.40	2	\$28.50	\$3,420.00	1-7 days for in stock	\$14.30	\$1,716.00
#0-85	in. straight meter coupling, as specified in Attachment A	600	EA	140 to 210	\$16.98	\$10,188.00	120	\$16.35	\$9,810.00	No Bid	No Bid	No Bid	1-7 days for in stock	\$18.50	\$11,100.00
#0-86		800	EA	140 to 210	\$22.36	\$17,888.00	120	\$21.55	\$17,240.00	2	\$38.70	\$30,960.00	1-7 days for in stock	\$20.84	\$16,672.00
#0-87	Pr. 3/4 x 3-1/4 in. straight meter coupling with nut and washer, as specified in Attachment A	240	EA	28 to 112	\$13.36	\$3,206.40	120	\$12.88	\$3,091.20	No Bid	No Bid	No Bid	1-7 days for in stock	\$13.50	\$3,240.00
#0-88	#40 24" manhole sewer lid, as specified in Attachment A	100	EA	28 to 112	\$153.65	\$15,365.00	60-90	\$153.65	\$15,365.00	2	\$210.00	\$21,000.00	1-21 days	\$175.00	\$17,500.00
#0-89	Manhole lid 23-1/2in EJ product number 00202325 with pickbars, as specified in Attachment A	60	EA	28 to 112	\$153.65	\$9,219.00	60-90	\$145.26	\$8,715.60	2	\$210.00	\$12,600.00	1-21 days	\$185.00	\$11,100.00
#0-90	24 in. standard manhole ring, as specified in Attachment A	80	EA	28 to 112	\$145.12	\$11,609.60	60-90	\$145.12	\$11,609.60	2	\$197.00	\$15,760.00	1-21 days	\$153.00	\$12,240.00
#0-91	1 x close brass nipple, as specified in Attachment A	6	EA	14 to 30	\$3.00	\$18.00	7	\$3.42	\$20.52	2	\$6.00	\$36.00	1-7 days for in stock	\$3.19	\$19.14
#0-92	1 x 2 1/2 brass nipple, as specified in Attachment A	8	EA	14 to 30	\$4.31	\$34.48	7	\$4.85	\$38.80	2	\$8.50	\$68.00	1-7 days for in stock	\$4.59	\$36.72
#0-93	1 x 4 brass nipple, as specified in Attachment A	12	EA	14 to 30	\$6.47	\$77.64	7	\$7.26	\$87.12	2	\$12.75	\$153.00	1-7 days for in stock	\$6.88	\$82.56
#0-94	1-1/2 x close nipple, as specified in Attachment A	12	EA	14 to 30	\$5.88	\$70.56	7	\$6.61	\$79.32	2	\$11.60	\$139.20	1-7 days for in stock	\$7.25	\$87.00
#0-95	1 1/2 x 6 brass nipple, as specified in Attachment A	24	EA	14 to 30	\$16.76	\$402.24	7	\$17.57	\$421.68	2	\$30.80	\$739.20	1-7 days for in stock	\$18.82	\$451.68
#0-96	2 in. x close brass nipple, as specified in Attachment A	140	EA	14 to 30	\$8.94	\$1,251.60	7	\$10.05	\$1,407.00	2	\$17.65	\$2,471.00	1-7 days for in stock	\$9.53	\$1,334.20
#0-97	2 x 5 brass nipple, as specified in Attachment A	150	EA	14 to 30	\$11.37	\$1,705.50	7	\$18.90	\$2,835.00	2	\$33.15	\$4,972.50	1-7 days for in stock	\$19.95	\$2,992.50
#0-98	2 x 6 brass nipple, as specified in Attachment A	100	EA	14 to 30	\$21.53	\$2,153.00	7	\$22.58	\$2,258.00	2	\$39.60	\$3,960.00	1-7 days for in stock	\$22.91	\$2,291.00
#0-99	2 x 8 brass nipple, as specified in Attachment A	240	EA	14 to 30	\$28.72	\$6,892.80	7	\$30.12	\$7,228.80	2	\$52.85	\$12,684.00	1-7 days for in stock	\$30.57	\$7,336.80
#0-100	1" brass screw plug, as specified in Attachment A	5	EA	14 to 30	\$3.52	\$17.60	7	\$3.35	\$16.75	2	\$5.95	\$29.75	1-7 days for in stock	\$6.50	\$32.50
#0-101	1-1/2" brass plug, as specified in Attachment A	6	EA	14 to 30	\$6.70	\$40.20	7	\$6.36	\$38.16	2	\$11.25	\$67.50	1-7 days for in stock	\$14.00	\$84.00

			Total Cost Location	Lubbock, TX				Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industri \$1,545,242.85 Lubbock, TX	es	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
		Quantity Required	1	Delivery Days	Unit	Total	Delivery Days	Unit	Total	Delivery Days	Unit	Total	Delivery Days	Unit	Total
#	Items	(+/-)	UOM	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost
#0-102	2" brass screw plug, as specified in Attachment A	20	EA	14 to 30	\$10.52	\$210.40	7	\$10.03	\$200.60	2	\$17.75	\$355.00	1-7 days for in stock	\$22.02	\$440.40
#0-103	5/8 x 3/4 in. meter resetter or relocation with valve, as specified in Attachment A	100	EA	140 to 210	\$52.83	\$5,283.00	180	\$97.94	\$9,794.00	No Bid	No Bid	No Bid	1-21 days	\$92.36	\$9,236.00
#0-104	5/8 x ³ / ₄ in. meter resetter with valve 9 in. in height, as specified in Attachment A	80	EA	140 to 210	\$109.08	\$8,726.40	180	\$107.59	\$8,607.20	No Bid	No Bid	No Bid	1-21 days	\$93.50	\$7,480.00
#0-105	5/8 x 3/4 in. meter resetter with valve 12 in. height, as specified in Attachment A	72	EA	140 to 210	\$104.26	\$7,506.72	180	\$102.64	\$7,390.08	No Bid	No Bid	No Bid	1-21 days	\$96.80	\$6,969.60
#0-106	1" x 1" meter resetter or relocation with valve 10 in. high, as specified in Attachment A	240	EA	140 to 210	\$273.71	\$65,690.40	180	\$218.88	\$52,531.20	No Bid	No Bid	No Bid	1-21 days	\$220	\$52,800.00
#0-107	2" brass tee, as specified in Attachment A	2	EA	14 to 30	\$31.47	\$62.94	7	\$29.99	\$59.98	2	\$53.00	\$106.00	1-7 days for in stock	\$30.02	\$60.04
#0-108	3/4in. female flange union, as specified in Attachment A	2	EA	140 to 210	\$15.70	\$31.40	7	\$14.37	\$28.74	2	\$26.25	\$52.50	1-21 days	\$18.00	\$36.00
#0-109	1 in. copper pipe to 1 in. outside iron pipe thread connector, as specified in Attachment A	12	EA	140 to 210	\$22.61	\$271.32	7	\$20.78	\$249.36	2	\$37.95	\$455.40	1-21 days	\$21.08	\$252.96
#0-110	1 in. female flange union, as specified in Attachment A	360	EA	140 to 210	\$23.95	\$8,622.00	120	\$21.96	\$7,905.60	2	\$40.20	\$14,472.00	1-21 days	\$22.31	\$8,031.60
#0-111	3/4in. 90 deg. brass adapters, as specified in Attachment A	6	EA	140 to 210	\$15.83	\$94.98	120	\$15.59	\$93.54	2	\$33.00	\$198.00	1-21 days	\$15.00	\$90.00
#0-112	2 in. female copper solder jointto 2 in. male, as specified in Attachment A	240	EA	No Bid	No Bid	No Bid	7	\$22.53	\$5,407.20	2	\$53.50	\$12,840.00	No Bid	No Bid	No Bid
#0-113	2 in. female copper solder joint to 2 in. female, as specified in Attachment A	360	EA	No Bid	No Bid	No Bid	7	\$28.28	\$10,180.80	2	\$67.00	\$24,120.00	No Bid	No Bid	No Bid
#0-114	1-1/2 in. brass meter flange, as specified in Attachment A	6	EA	14 to 30	\$26.71	\$160.26	14	\$26.07	\$156.42	2	\$189.00	\$1,134.00	No Bid	No Bid	No Bid
#0-115	2 in. brass meter flange, as specified in Attachment A	6	EA	14 to 30	\$28.03	\$168.18	14	\$31.03	\$186.18	2	\$259.00	\$1,554.00	No Bid	No Bid	No Bid
	3/4 in. brass 3 part union, as specified in Attachment A	20	EA	140 to 210	\$18.68	\$373.60	120	\$18.39	\$367.80	2	\$36.40		1-7 days for in stock	\$19.00	\$380.00
	1" three part union coupling, as specified in Attachment A	20	EA	140 to 210	\$35.02	\$700.40	120	\$32.18	\$643.60	2	\$41.60		1-7 days for in stock	\$32.00	\$640.00
#0-118	1-1/2in x 2in brass nipple, as specified in Attachment A	6	EA	14 to 30	\$6.32	\$37.92	7	\$6.78	\$40.68	2	\$12.50		1-7 days for in stock	\$6.95	\$41.70
	2-1/2 in.x 1 in. service clamp, as specified in Attachment A	30	EA EA	14 to 30	\$15.77 \$15.93	\$473.10	14 14	\$15.20 \$15.20	\$456.00	2	\$29.50 \$29.50		1-7 days for in stock	\$16.00	\$480.00 \$16.00
	2-1/2in x 3/4in service clamp, as specified in Attachment A 4in pvc pipe plug, as specified in Attachment	20	EA EA	7 to 14	\$15.93	\$15.93 \$99.60	10-14	\$15.20 \$5.10	\$15.20 \$102.00	2 2	\$29.50 \$11.75	\$29.50	1-7 days for in stock No Bid	\$16.00 No Bid	\$16.00 No Bid
#0-121	A 6in pvc pipe plug fittings, as specified in	3	EA	7 to 14	\$7.66	\$22.98	10-14	\$7.83	\$23.49	2	\$18.50	\$233.00 \$55.50	No Bid	No Bid	No Bid
	Attachment A 8in pvc pipe plug fittings, as specified in	1	EA	7 to 14	\$27.15	\$27.15	14	\$27.74	\$27.74	2	\$65.00	\$65.00	No Bid	No Bid	No Bid
	Attachment A 8 in.x 20 in. full circle repair clamp, as	1	EA	14 to 30	\$353.49	\$353.49	14	\$264.72	\$264.72	2	\$469.00		1-7 days for in stock	\$357.00	\$357.00
#0-124	specified in Attachment A 2" x 3" brass nipple, as specified in	72	EA	14 to 30	\$11.14	\$802.08	7	\$11.70	\$842.40	2	\$20.50		1-7 days for in stock	\$11.87	\$854.64
	Attachment A 1 1/2" x 3" brass nipple, as specified in	16	EA	14 to 30	\$8.70	\$139.20	7	\$9.78	\$156.48	2	\$17.20		1-7 days for in stock	\$10.00	\$160.00
	Attachment A 8" mechanical joint restraining gland, as	6	EA	7 to 14	\$42.71	\$256.26	7	\$43.64	\$261.84	2	\$125.00	\$750	1-7 days for in stock	\$42.26	\$253.56
#0-128	specified in Attachment A 6" mechanical joint restraining gland, as	30	EA	7 to 14	\$28.43	\$852.90	7	\$29.04	\$871.20	2	\$91.00	\$2,730.00	1-7 days for in stock	\$28.13	\$843.90
#0-129	specified in Attachment A 4" mechanical joint restraining gland, as	16	EA	7 to 14	\$22.81	\$364.96	7	\$24.70	\$395.20	2	\$74.50	\$1,192.00	1-7 days for in stock	\$23.92	\$382.72
	specified in Attachment A							•					·	•	

			Total Cost				Ferguson Waterworks \$1,417,246.77			O'Tool Industries \$1,545,242.85			Premier Waterworks, Inc. \$1,294,461.53		
			Location		Lubbock, TX			Lubbock, TX			51,343,242.83 Lubbock, TX			294,461.33 ibbock, TX	
		Quantity Required		Delivery Days	Unit	Total	Delivery Days	Unit	Total	Delivery	Unit	Total	Delivery Days	Unit	Total
#	Items	(+/-)	UOM	ARO	Price	Cost	ARO	Price	Cost	Days ARO	Price	Cost	ARO	Price	Cost
0															
#0-130	4" x 3/4" service saddle, as specified in Attachment A	6	EA	No Bid	No Bid	No Bid	14	\$31.36	\$188.16	2	\$53.00	\$318.00	1-7 days for in stock	\$30.15	\$180.90
#0-131	4" x 1" double strap service saddle, as specified in Attachment A	160	EA	14 to 40	\$32.53	\$5,204.80	14	\$31.36	\$5,017.60	2	\$53.00	\$8,480.00	1-7 days for in stock	\$30.15	\$4,824.00
#0-132	3 x 4 reducer dresser coupling, as specified in Attachment A	6	EA	No Bid	No Bid	No Bid	45	\$118.40	\$710.40	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-133	3" mechanical joint restraining gland, as specified in Attachment A	2	EA	No Bid	No Bid	No Bid	45	\$23.56	\$47.12	2	\$68.00	\$136.00	No Bid	No Bid	No Bid
#0-134	4" flexible saddle, as specified in Attachment A	480	EA	7 to 14	\$36.45	\$17,496.00	7	\$36.01	\$17,284.80	2	\$73.00	\$35,040.00	1-7 days for in stock	\$37.36	\$17,932.80
#0-135	6" flexible saddle tee, as specified in Attachment A	20	EA	7 to 14	\$48.19	\$963.80	7	\$47.58	\$951.60	2	\$96.50	\$1,930.00	1-7 days for in stock	\$49.75	\$995.00
	4" ips transition gasket for M.J. Newby, as specified in Attachment A	4	EA	7 to 14	\$6.16	\$24.64	7	\$6.36	\$25.44	2	\$11.70		1-7 days for in stock	\$6.95	\$27.80
	6" ips transition gasket for M.J. Newby, as specified in Attachment A	1	EA	7 to 14	\$6.55	\$6.55	7	\$6.84	\$6.84	2	\$12.60		1-7 days for in stock	\$7.95	\$7.95
#0-138	8" ips transition gasket for M.J. Newby, as specified in Attachment A	1	EA	7 to 14	\$9.36	\$9.36	7	\$9.78	\$9.78	2	\$18.00		1-7 days for in stock	\$9.95	\$9.95
	10" ips transition gasket for M.J. Newby, as specified in Attachment A	1	EA	7 to 14	\$10.76	\$10.76	7	\$11.24	\$11.24	2	\$20.70		1-7 days for in stock	\$12.95	\$12.95
	12" ips transition gasket for M.J. Newby, as specified in Attachment A	1	EA	7 to 14	\$11.70	\$11.70	7	\$12.22	\$12.22	2	\$22.50		1-7 days for in stock	\$13.95	\$13.95
	4" sdr 35 pvc radius 90 degree bend gasket jt, as specified in Attachment A	1	EA	7 to 14	\$17.19	\$17.19	7	\$13.20	\$13.20	2	\$31.00	\$31.00	No Bid	No Bid	No Bid
	4" pvc 90 deg elbow long radius, as specified in Attachment A	800	EA	7 to 14	\$17.35	\$13,880.00	7	\$11.08	\$8,864.00	2	\$40.00	\$32,000.00	No Bid	No Bid	No Bid
	4" sch 40 pvc 45 degree bend, as specified in Attachment A	280	EA	7 to 14	\$14.40	\$4,032.00	7	\$8.65	\$2,422.00	2	\$33.00	\$9,240.00	No Bid	No Bid	No Bid
#0-144	6" sdr 35 pvc 4d deg. ell. (gasket), as specified in Attachment A	1	EA	7 to 14	\$27.73	\$27.73	7	\$21.26	\$21.26	2	\$50.00	\$50.00	No Bid	No Bid	No Bid
	6" sdr 26 pvc long radius, 90 degree bend gasket joint, as specified in Attachment A	2	EA	7 to 14	\$31.63	\$63.26	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	3" rt dresser coupling, as specified in Attachment A	6	EA	No Bid	No Bid	No Bid	14	\$74.98	\$449.88	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-147	1 inch 90 degree brass adapters, as specified in Attachment A	160	EA	No Bid	No Bid	No Bid	120	\$25.87	\$4,139.20	2	\$54.40	\$8,704.00	1-21days	\$25.42	\$4,067.20
	2 x 3/4 brass bushing, as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	7	\$13.65	\$13.65	2	\$30.00		1-7 days for in stock	\$13.67	\$13.67
#0-149	Ell-22 ½ deg4" pvc sch.40glue joint, as specified in Attachment A	160 200	EA	No Bid	No Bid	No Bid	7	\$7.30	\$1,168.00	2	\$31.00	\$4,960.00	No Bid	No Bid	No Bid
	1" x 1 1/2" meter coupling, as specified in Attachment A		EA EA	No Bid No Bid	No Bid No Bid	No Bid	120 14	\$15.90 \$34.18	\$3,180.00 \$205.08	No Bid	No Bid \$66.00		1-7 days for in stock	\$16.00 \$32.85	\$3,200.00 \$197.10
#0-151	6" x ¾" double strap tapping saddle, as specified in Attachment A 6" x 1" service saddle, as specified in	6 180	EA EA	No Bid	No Bid	No Bid No Bid	14	\$34.18 \$34.18	\$6,152.40	2	\$66.00		1-7 days for in stock 1-7 days for in stock	\$32.85 \$32.85	\$5,913.00
#0-132	Attachment A		EA				7	\$34.18		2	\$53.50			\$28.95	\$4,342.50
	4" mechanical joint restraining gland, as specified in Attachment A	150 340	EA EA	7 to 14	\$38.02 \$46.96	\$5,703.00	7		\$4,585.50		\$55.50 \$65.00		1-7 days for in stock 1-7 days for in stock		\$4,342.30 \$11,961.20
#0-154	6" mechanical joint restraining gland, as specified in Attachment A 8" mechanical joint restraining gland, as	89	EA EA	7 to 14	\$46.96 \$73.81	\$15,966.40 \$6,569.09	7	\$37.14 \$54.92	\$12,627.60 \$4,887.88	2 2	\$96.00		1-7 days for in stock	\$35.18 \$52.03	\$4,630.67
	8" mechanical joint restraining gland, as specified in Attachment A 3" x 12" full circle clamp, as specified in	20	EA EA	14 to 30	\$13.34	\$2,266.80	14	\$54.92 \$103.52	\$4,887.88	2 2	\$96.00 \$250.00	\$5,000.00	1-7 days for in stock	\$52.03 \$149.65	\$4,630.67
	3" x 12" full circle clamp, as specified in Attachment A 4" x 12" full circle clamp, as specified in	20	EA EA	14 to 30	\$113.34 \$123.24	\$2,266.80	14	\$103.52 \$116.25	\$2,070.40	2 2	\$250.00 \$275.00	\$5,000.00	1-7 days for in stock	\$149.65 \$111.71	\$2,993.00
#0-13/	4" x 12" full circle clamp, as specified in Attachment A	20	LA	14 10 30	φ123.2 4	92, 404 .60	14	\$110.23	\$2,323.00		\$273.00	\$3,300.00	1-7 days for III stock	\$111./1	\$2,234.20

			Total Cost Location	cation Lubbock, TX			Ferguson Waterworks \$1,417,246.77 Lubbock, TX				O'Tool Industri \$1,545,242.85 Lubbock, TX	es	Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
#	Morro	Quantity Required (+/-)	UOM	Delivery Days ARO	Unit	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total	Delivery Days ARO	Unit Price	Total Cost
0	Items	(+/-)	UOM	AKO	Price	Cost	ARO	Frice	Cost	ARO	Frice	Cost	ARO	Frice	Cost
#0-158	4" restrainer Ford series 1300 s., as specified	1	EA	30-60	\$26.79	\$26.79	120	\$21.62	\$21.62	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-159	in Attachment A 6" restrainer Ford series 1300 s., as specified	1	EA	30-60	\$30.27	\$30.27	120	\$26.17	\$26.17	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	in Attachment A														
#0-160	8" restrainer Ford series 1300, as specified in Attachment A	1	EA	30-60	\$45.00	\$45.00	120	\$40.45	\$40.45	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-161	4" restrainer Ford series 1350, as specified in Attachment A	2	EA	30-60	\$34.21	\$68.42	120	\$33.33	\$66.66	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-162	6" restrainer Ford series 1350, as specified in Attachment A	2	EA	30-60	\$45.17	\$90.34	120	\$44.00	\$88.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-163	8" restrainer Ford series 1350, as specified in Attachment A	1	EA	30-60	\$63.13	\$63.13	120	\$61.50	\$61.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-164	10" restrainer Ford series 1350, as specified in Attachment A	1	EA	30-60	\$92.54	\$92.54	120	\$90.15	\$90.15	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-165	12" restrainer Ford series 1350, as specified in Attachment A	1	EA	30-60	\$106.47	\$106.47	120	\$103.71	\$103.71	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-166	1" female copper thread x 3/4 flair, as specified in Attachment A	150	EA	140 to 210	\$22.37	\$3,355.50	120	\$21.79	\$3,268.50	2	\$46.40	\$6,960.00	1-21 days	\$22.43	\$3,364.50
#0-167	4" pvc plugs for sdr-26 for psi 160 pipe, as specified in Attachment A	20	EA	7 to 14	\$23.37	\$467.40	21	\$10.73	\$214.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-168	•	2	EA	7 to 14	\$73.25	\$146.50	21	\$7.83	\$15.66	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-169	6" pvc plugs for c-900, as specified in Attachment A	1	EA	7 to 14	\$111.14	\$111.14	14	\$100.10	\$100.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-170	8" pvc plug for c-900, as specified in Attachment A	2	EA	7 to 14	\$188.83	\$377.66	14	\$170.05	\$340.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-171	2" ips transition gasket for MJ, as specified in Attachment A	160	EA	No Bid	No Bid	No Bid	7	\$4.40	\$704.00	2	\$8.00	\$1,280.00	No Bid	No Bid	No Bid
#0-172	4" pvc plugs for c-900, as specified in Attachment A	3	EA	No Bid	No Bid	No Bid	14	\$55.54	\$166.62	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-173	Saddle clamp DFW 33s248, as specified in Attachment A	100	EA	No Bid	No Bid	No Bid	7	\$5.39	\$539.00	2	\$40.00	\$4,000.00	No Bid	No Bid	No Bid
#0-174	12" pvc megalugs, as specified in Attachment A	6	EA	No Bid	No Bid	No Bid	7	\$109.31	\$655.86	2	\$215.00	\$1,290.00	No Bid	No Bid	No Bid
#0-175	Plastic meter box-East Jordan #msbcf-1324- 18, as specified in Attachment A	360	EA	WD	WD	WD	No Bid	No Bid	No Bid	2	\$297.00	\$106,920.00	1-21 days	\$199.95	\$71,982.00
#0-176	4" quantum coupling, as specified in Attachment A	30	EA	14-30	\$132.55	\$3,976.50	14	\$126.40	\$3,792.00	2	\$295.00	\$8,850.00	1-7 days for in stock	\$121.47	\$3,644.10
#0-177	6" quantum coupling, as specified in Attachment A	24	EA	14-30	\$175.52	\$4,212.48	14	\$178.23	\$4,277.52	2	\$374.00	\$8,976.00	1-7 days for in stock	\$171.27	\$4,110.48
#0-178	8" quantum coupling, as specified in Attachment A	4	EA	14-30	\$204.80	\$819.20	14	\$207.96	\$831.84	2	\$518.00	\$2,072.00	1-7 days for in stock	\$199.84	\$799.36
#0-179	10" quantum coupling, as specified in Attachment A	4	EA	14-30	\$416.45	\$1,665.80	45	\$427.13	\$1,708.52	2	\$606.00	\$2,424.00	1-7 days for in stock	\$410.47	\$1,641.88
#0-180	12" quantum coupling, as specified in Attachment A	8	EA	14-30	\$495.74	\$3,965.92	45	\$508.45	\$4,067.60	2	\$721.00	\$5,768.00	1-7 days for in stock	\$488.62	\$3,908.96
#0-181	4" schedule 40 drainage/dvw 90 degree street ell, as specified in Attachment A	240	EA	7 to 14	\$21.31	\$5,114.40	7	\$11.20	\$2,688.00	2	\$46.00	\$11,040.00	No Bid	No Bid	No Bid
#0-182	6" x 30" single band full circle clamp, as specified in Attachment A	1	EA	14-30	\$320.50	\$320.50	14	\$328.53	\$328.53	2	\$583.00	\$583.00	1-7 days for in stock	\$315.72	\$315.72
#0-183	8" x 30" single band full circle clamp, as specified in Attachment A	1	EA	14-30	\$366.94	\$366.94	14	\$372.57	\$372.57	2	\$661.00	\$661.00	1-7 days for in stock	\$358.05	\$358.05
#0-184	10" x 30" single band full circle clamp, as specified in Attachment A	1	EA	14-30	\$476.76	\$476.76	14	\$484.98	\$484.98	2	\$860.00	\$860.00	1-7 days for in stock	\$466.08	\$466.08
#0-185	12" x 30" single band full circle clamp, as specified in Attachment A	1	EA	14-30	\$541.51	\$541.51	14	\$549.85	\$549.85	2	\$975.00	\$975.00	1-7 days for in stock	\$528.41	\$528.41

				Core And Main				Ferguson Waterworks			O'Tool Industries			Premier Waterworks, Inc.		
			Total Cost		\$1,380,910.11			\$1,417,246.77			\$1,545,242.85			,294,461.53		
		Ouantity	Location	Delivery	Lubbock, TX		Delivery	Lubbock, TX		Delivery	Lubbock, TX		Delivery	ubbock, TX		
		Required		Denvery	Unit	Total	Days	Unit	Total	Days	Unit	Total	Days	Unit	Total	
#	Items	(+/-)	UOM	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost	
0 100	1-2	200	EA	140.210	616.22	64 900 00	120	615.00	64 770 00	2	624.20	610 200 00	N. Did	N. Dil	NI. Di I	
#0-186	1 x 2 meter coupling, as specified in Attachment A	300	EA	140-210	\$16.33	\$4,899.00	120	\$15.90	\$4,770.00	2	\$34.30	\$10,290.00	No Bid	No Bid	No Bid	
#0-187	2 x 12 ½ full circle clamp, as specified in Attachment A	40	EA	14-30	\$91.79	\$3,671.60	14	\$93.20	\$3,728.00	2	\$163.00	\$6,520.00	1-7 days for in stock	\$89.56	\$3,582.40	
#0-188	2 ¼ x 2 ½ full circle clamp, as specified in Attachment A	10	EA	14-30	\$96.69	\$966.90	14	\$98.19	\$981.90	2	\$174.00	\$1,740.00	1-7 days for in stock	\$94.35	\$943.50	
#0-189	3/4" x 1 1/2" meter coupling, as specified in Attachment A	100	EA	140-210	\$12.39	\$1,239.00	120	\$12.07	\$1,207.00	2	\$22.00	\$2,200.00	1-7 days for in stock	\$12.28	\$1,228.00	
#0-190	3/4" x 2" meter coupling, as specified in Attachment A	300	EA	140-210	\$10.90	\$3,270.00	120	\$10.62	\$3,186.00	2	\$19.40	\$5,820.00	1-7 days for in stock	\$10.92	\$3,276.00	
#0-191	1" x 1" meter resetter, as specified in Attachment A	40	EA	140-210	\$1,000.00	\$40,000.00	180	\$259.35	\$10,374.00	No Bid	No Bid	No Bid	1-21 days	\$244.83	\$9,793.20	
	1 1/2" x 2 7/8" straight meter coupling, as specified in Attachment A	320	EA	140-210	\$46.51	\$14,883.20	120	\$45.31	\$14,499.20	No Bid	No Bid		1-7 days for in stock	\$45.00	\$14,400.00	
	2" x 3 1/16" straight meter coupling, as specified in Attachment A	480	EA	140-210	\$64.76	\$31,084.80	120	\$63.09	\$30,283.20	No Bid	No Bid		1-7 days for in stock	\$59.00	\$28,320.00	
#0-194	6" x 12-1/2" full circle clamp, as specified in Attachment A	4	EA	14-30	\$134.01	\$536.04	14	\$136.07	\$544.28	2	\$241.00		1-7 days for in stock	\$130.77	\$523.08	
	8" x 12-1/2" full circle clamp, as specified in Attachment A	12	EA	14-30	\$158.36	\$1,900.32	14	\$163.88	\$1,966.56	2	\$290.00		1-7 days for in stock	\$157.49	\$1,889.88	
#0-196	10" x 12-1/2" full circle clamp, as specified in Attachment A	2 15	EA EA	14-30 90-160	\$197.97 \$684.21	\$395.94	14	\$201.03 \$800.00	\$402.06 \$12,000.00	2	\$356.00 \$930.00		1-7 days for in stock	\$193.18	\$386.36	
	32" sewer ring and lids 39 1/2" x 31 1/2" x 5" cover, as specified in Attachment A 4" schedule 40 street 45 degree ells pvc, as	90	EA EA	7 to 14	\$12.78	\$10,263.15 \$1,150.20	14 7	\$7.67	\$690.30	2 2	\$930.00	\$13,950.00 \$2,700.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	
	specified in Attachment A 3 x 4 schedule 40 sewer bell reducer, as	30	EA	7 to 14	\$12.78	\$388.20	7	\$8.26	\$247.80	2	\$33.50	\$1,005.00	No Bid	No Bid	No Bid	
#0-199	specified in Attachment A 4" schedule 40 wye, hub lasco #d600-040, as	300	EA	7 to 14	\$29.08	\$8,724.00	7	\$21.13	\$6,339.00	2	\$73.60	\$22,080.00	No Bid	No Bid	No Bid	
#0 200	specified in Attachment A	300	Lit	7 10 14	\$27.00	\$6,724.00	,	Ψ21.13	\$0,557.00		\$75.00	\$22,000.00	110 Blu	No Bid	No Bid	
#0-201	4" sdr 35 adapter dwv spigot x sewer hub lasco d118-040, as specified in Attachment A	360	EA	7 to 14	\$5.76	\$2,073.60	7	\$9.50	\$3,420.00	2	\$14.50	\$5,220.00	No Bid	No Bid	No Bid	
#0-202	1 ½ female jt to female iron pipe adapter solder, as specified in Attachment A	2	EA	No Bid	No Bid	No Bid	7	\$18.09	\$36.18	2	\$51.00	\$102.00	No Bid	No Bid	No Bid	
#0-203	1 ½ female jt to male iron pipe adapter solder, as specified in Attachment A	20	EA	No Bid	No Bid	No Bid	7	\$11.58	\$231.60	2	\$33.00	\$660.00	No Bid	No Bid	No Bid	
	4 x 4 sanitary tee, as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	7	\$14.92	\$14.92	2	\$56.50	\$56.50	No Bid	No Bid	No Bid	
#0-205	4" 11 ¼ degree ell pvc, as specified in Attachment A	80	EA	7 to 14	\$35.23	\$2,818.40	7	\$22.58	\$1,806.40	2	\$39.00	\$3,120.00	No Bid	No Bid	No Bid	
	2" brass 90 degree st ell, as specified in Attachment A	40	EA	140-210	\$32.65	\$1,306.00	7	\$31.64	\$1,265.60	2	\$56.00		1-7 days for in stock	\$31.68	\$1,267.20	
	1 1/2" brass 90 degree street elbow, as specified in Attachment A	20	EA	140-210	\$19.58	\$391.60	7	\$19.23	\$384.60	2	\$34.00		1-7 days for in stock	\$18.95	\$379.00	
#0-208	3" pvc megalugs, as specified in Attachment A	12	EA	7 to 14	\$40.60	\$487.20	7	\$30.25	\$363.00	2	\$56.00	\$672.00	No Bid	No Bid	No Bid	
	1 x 2-1/4 meter coupling, as specified in Attachment A	40	EA	No Bid	No Bid	No Bid	120	\$18.60	\$744.00	2	\$34.30	\$1,372.00	No Bid	No Bid	No Bid	
	3/4" stiffener, as specified in Attachment A	1	EA	7 to 14	\$0.78	\$0.78	7	\$1.38	\$1.38	2	\$3.00	\$3.00	No Bid	No Bid	No Bid	
#0-211	1" stiffener, as specified in Attachment A	1	EA	7 to 14	\$0.89	\$0.89	7	\$1.41	\$1.41	2	\$3.35 \$4.65	\$3.35	No Bid	No Bid	No Bid	
#0-212 #0-213	2" stiffener, as specified in Attachment A Square Box DFW38FWP-18-AF1MQF1, as specified in Attachment A	1 700	EA EA	7 to 14 30-120	\$1.44 \$158.73	\$1.44 \$111,111.00	120 30	\$2.27 \$170.53	\$2.27 \$119,371.00	2 2	\$4.65 \$235.00	\$4.65 \$164,500.00	No Bid 1-21 days	No Bid \$153.00	No Bid \$107,100.00	
#0-214	Rectangular Box DFW1324C-18-AF1MF, as specified in Attachment A	700	EA	30-120	\$172.56	\$120,792.00	30	\$185.38	\$129,766.00	2	\$255.00	\$178,500.00	1-21 days	\$166.00	\$116,200.00	

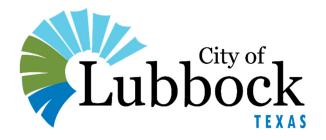
			Total Cost Location	Lubbock, TX			Ferguson Waterworks \$1,417,246.77 Lubbock, TX Delivery			O'Tool Industries \$1,545,242.85 Lubbock, TX Delivery			Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
#	Items	Quantity Required (+/-)	UOM	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
0 #0-215	8" uniflange (or e-z flange) adapter no. 1008,	1	EA	7 to 30	\$71.99	\$71.99	14	\$65.14	\$65.14	2	\$139.00	\$139.00	1-7 days for in stock	\$63.00	\$63.00
#0-216	as specified in Attachment A 6" uniflange (or e-z) flange, as specified in	1	EA	7 to 30	\$51.82	\$51.82	14	\$46.91	\$46.91	2	\$126.00	\$126.00	1-7 days for in stock	\$46.00	\$46.00
#0-217	Attachment A 4" 11-1/4 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$79.57	\$79.57	10	\$82.05	\$82.05	2	\$128.00	\$128.00	1-7 days for in stock	\$83.73	\$83.73
#0-218	12" 11 1/4 bend, as specified in Attachment A	1	EA	7 to 14	\$211.11	\$211.11	10	\$276.32	\$276.32	2	\$458.00	\$458.00	No Bid	No Bid	No Bid
#0-219	6" 11-1/4 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$115.62	\$115.62	10	\$118.98	\$118.98	2	\$189.00	\$189.00	1-7 days for in stock	\$120.00	\$120.00
#0-220	8" 11-1/4 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$147.91	\$147.91	10	\$152.09	\$152.09	2	\$244.00	\$244.00	1-7 days for in stock	\$156.00	\$156.00
#0-221	4" 22-1/2 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$81.45	\$81.45	10	\$83.96	\$83.96	2	\$131.00	\$131.00	1-7 days for in stock	\$90.00	\$90.00
#0-222	6" 22-1/2 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$111.87	\$111.87	10	\$115.15	\$115.15	2	\$183.00	\$183.00	1-7 days for in stock	\$119.00	\$119.00
#0-223	8" 22-1/2 degree cast iron water main bend, as specified in Attachment A	2	EA	7 to 14	\$158.68	\$317.36	10	\$163.09	\$326.18	2	\$271.00	\$542.00	1-7 days for in stock	\$167.00	\$334.00
#0-224	10" 22-1/2 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$227.96	\$227.96	10	\$234.19	\$234.19	2	\$389.00	\$389.00	1-7 days for in stock	\$240.00	\$240.00
#0-225	12" 22 ½ degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$283.19	\$283.19	10	\$290.66	\$290.66	2	\$482.00	\$482.00	1-7 days for in stock	\$332.75	\$332.75
#0-226	12" 45 degree cast iron water main bend, as specified in Attachment A	2	EA	7 to 14	\$315.43	\$630.86	10	\$323.67	\$647.34	2	\$538.00	\$1,076.00	1-7 days for in stock	\$329.51	\$659.02
#0-227	4" 45 degree cast iron water main bend, as specified in Attachment A	10	EA	7 to 14	\$84.26	\$842.60	10	\$86.83	\$868.30	2	\$144.00	\$1,440.00	1-7 days for in stock	\$83.36	\$833.60
#0-228	6" 45 degree cast iron water main bend, as specified in Attachment A	3	EA	7 to 14	\$119.36	\$358.08	10	\$122.81	\$368.43	2	\$204.00	\$612.00	1-7 days for in stock	\$118.10	\$354.30
#0-229	8" 45 degree cast iron water main bend, as specified in Attachment A	6	EA	7 to 14	\$161.49	\$968.94	10	\$165.96	\$995.76	2	\$276.00	\$1,656.00	1-7 days for in stock	\$159.80	\$958.80
#0-230	10" 90 degree cast iron water main bend, as specified in Attachment A	1	EA	7 to 14	\$287.40	\$287.40	10	\$294.93	\$294.93	2	\$491.00	\$491.00	1-7 days for in stock	\$289.00	\$289.00
#0-231	12" ci 90 degree ell, as specified in Attachment A	1	EA	7 to 14	\$370.09	\$370.09	10	\$378.66	\$378.66	2	\$630.00	\$630.00	1-7 days for in stock	\$375.00	\$375.00
#0-232	6" 90 degree cast iron water main bend, as specified in Attachment A	6	EA	7 to 14	\$138.55	\$831.30	10	\$142.42	\$854.52	2	\$236.00	\$1,416.00	1-7 days for in stock	\$137.09	\$822.54
#0-233	8" 90 degree cast iron water main bend, as specified in Attachment A	4	EA	7 to 14	\$188.17	\$752.68	10	\$193.22	\$772.88	2	\$321.00	\$1,284.00	1-7 days for in stock	\$186.18	\$744.72
#0-234	4" 90 degree cast iron water main bend, as specified in Attachment A	8	EA	7 to 14	\$94.55	\$756.40	10	\$97.35	\$778.80	2	\$161.00	\$1,288.00	1-7 days for in stock	\$93.55	\$748.40
#0-235	4 x 6in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$133.40	\$266.80	10	\$134.65	\$269.30	2	\$224.00	\$448.00	1-7 days for in stock	\$144.94	\$289.88
#0-236	6 x 18in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$337.12	\$674.24	10	\$310.76	\$621.52	2	\$518.00	\$1,036.00	1-7 days for in stock	\$356.40	\$712.80
#0-237	6 x 18in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$337.12	\$674.24	10	\$355.92	\$711.84	2	\$518.00	\$1,036.00	1-7 days for in stock	\$356.40	\$712.80
#0-238	4 x 12in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$172.26	\$344.52	10	\$163.83	\$327.66	2	\$272.00	\$544.00	1-7 days for in stock	\$168.00	\$336.00
#0-239	6 x 6in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$204.55	\$409.10	10	\$209.85	\$419.70	2	\$349.00	\$698.00	1-7 days for in stock	\$225.00	\$450.00
#0-240	12 x 6 cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$533.14	\$1,066.28	10	\$556.58	\$1,113.16	2	\$927.00	\$1,854.00	1-7 days for in stock	\$638.55	\$1,277.10
#0-241	4 x 18in. cast iron water main offset, as specified in Attachment A	2	EA	7 to 14	\$239.76	\$479.52	10	\$208.79	\$417.58	2	\$348.00	\$696.00	1-7 days for in stock	\$239.25	\$478.50
#0-242	8 x 4in. cast iron water main reducer, as specified in Attachment A	1	EA	7 to 14	\$117.49	\$117.49	10	\$120.89	\$120.89	2	\$200.00	\$200.00	1-7 days for in stock	\$116.25	\$116.25

			Total Cost Location	Lubbock, TX			Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industries \$1,545,242.85 Lubbock, TX			\$1,	Waterworks, Inc 294,461.53 lbbock, TX	
#	Items	Quantity Required (+/-)	UOM	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost	Delivery Days ARO	Unit Price	Total Cost
0	items	(+/-)	UOM	AKO	Tite	Cust	AKO	Trice	Cost	AKO	Tite	Cost	AKO	Tite	Cost
#0-243	10 x 8 cast iron water main reducer, as	1	EA	7 to 14	\$169.91	\$169.91	10	\$174.72	\$174.72	2	\$290.00	\$290.00	1-7 days for in stock	\$169.00	\$169.00
#0-244	specified in Attachment A 12 x 6 cast iron water main reducer, as	1	EA	7 to 14	\$192.38	\$192.38	10	\$197.65	\$197.65	2	\$328.00	\$328.00	1-7 days for in stock	\$195.00	\$195.00
#0-245	specified in Attachment A 12 x 8 cast iron water main reducer, as specified in Attachment A	1	EA	7 to 14	\$197.53	\$197.53	10	\$202.96	\$202.96	2	\$339.00	\$339.00	1-7 days for in stock	\$206.31	\$206.31
#0-246	8 x 6 cast iron water main reducer, as specified in Attachment A	4	EA	7 to 14	\$125.45	\$501.80	10	\$129.08	\$516.32	2	\$206.00	\$824.00	1-7 days for in stock	\$124.12	\$496.48
#0-247	4 x 3in. cast iron water main reducer, as specified in Attachment A	2	EA	7 to14	\$84.26	\$168.52	10	\$86.79	\$173.58	2	\$143.00	\$286.00	1-7 days for in stock	\$83.36	\$166.72
#0-248	6 x 4in. cast iron water main reducer, as specified in Attachment A	4	EA	7 to 14	\$94.09	\$376.36	10	\$96.93	\$387.72	2	\$160.00	\$640.00	1-7 days for in stock	\$93.09	\$372.36
	4 x 2in. cast iron water main reducer, as specified in Attachment A	1	EA	7 to 14	\$126.38	\$126.38	10	\$103.44	\$103.44	No Bid	No Bid		1-7 days for in stock	\$118.25	\$118.25
#0-250	4 x 4in. stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$455.44	\$455.44	14	\$448.55	\$448.55	2	\$713.00	\$713.00	No Bid	No Bid	No Bid
#0-251	6 x 4in. stainless steel tapping sleeve, as specified in Attachment A	8	EA	14-30	\$468.22	\$3,745.76	14	\$446.87	\$3,574.96	2	\$692.00	\$5,536.00	1-7 days for in stock	\$436.00	\$3,488.00
#0-252 #0-253	6 x 6in. stainless steel tapping sleeve, as specified in Attachment A	2	EA EA	14-30 14-30	\$533.15 \$484.24	\$1,066.30 \$968.48	14 14	\$511.08 \$491.69	\$1,022.16 \$983.38	2 2	\$792.00 \$762.00	\$1,584.00	1-7 days for in stock 1-7 days for in stock	\$498.00 \$479.00	\$996.00 \$958.00
#0-233	8 x 4in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14-30	5464.24	\$900.40	14	\$491.09	3903.30	2	\$762.00	\$1,524.00	1-/ days for in stock	\$479.00	\$938.00
#0-254	8 x 6in stainless steel tapping sleeve, as specified in Attachment A	8	EA	14-30	\$554.84	\$4,438.72	14	\$563.37	\$4,506.96	2	\$798.00	\$6,384.00	1-7 days for in stock	\$550.00	\$4,400.00
#0-255	8 x 8in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$728.06	\$728.06	14	\$739.26	\$739.26	2	\$1,007.00	\$1,007.00	1-7 days for in stock	\$729.00	\$729.00
#0-256	10 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$509.37	\$509.37	14	\$517.21	\$517.21	2	\$801.00	\$801.00	1-7 days for in stock	\$515.00	\$515.00
#0-257	10 x 6in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14-30	\$570.70	\$1,141.40	14	\$580.42	\$1,160.84	2	\$836.00	\$1,672.00	1-7 days for in stock	\$579.00	\$1,158.00
#0-258	10 x 8in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14-30	\$773.73	\$1,547.46	14	\$786.04	\$1,572.08	2	\$1,017.00	\$2,034.00	1-7 days for in stock	\$785.00	\$1,570.00
#0-259	12 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$590.00	\$590.00	14	\$553.92	\$553.92	2	\$858.00	\$858.00	1-7 days for in stock	\$555.00	\$555.00
	12 x 6in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14-30	\$612.42	\$1,224.84	14	\$621.85	\$1,243.70	2	\$922.00	\$1,844.00	1-7 days for in stock	\$625.00	\$1,250.00
#0-261	12 x 8in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$804.85	\$804.85	14	\$817.24	\$817.24	2	\$1,099.00	\$1,099.00	1-7 days for in stock	\$820.00	\$820.00
#0-262	6in x 4in stainless steel tapping sleeve, as specified in Attachment A	6	EA	14-30	\$468.22	\$2,809.32	14	\$446.87	\$2,681.22	2	\$692.00	\$4,152.00	1-7 days for in stock	\$445.27	\$2,671.62
#0-263	6in x 6in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14 - 30	\$538.81	\$1,077.62	14	\$511.08	\$1,022.16	2	\$792.00	\$1,584.00	1-7 days for in stock	\$510.00	\$1,020.00
#0-264	8 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$494.96	\$494.96	14	\$502.57	\$502.57	2	\$762.00	\$762.00	1-7 days for in stock	\$500.00	\$500.00
#0-265	8in x 6in stainless steel tapping sleeve, as specified in Attachment A	6	EA	14-30	\$583.83	\$3,502.98	14	\$593.18	\$3,559.08	2	\$798.00	\$4,788.00	1-7 days for in stock	\$595.00	\$3,570.00
#0-266	8 x 8in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$758.58	\$758.58	14	\$771.11	\$771.11	2	\$1,007.00	\$1,007.00	1-7 days for in stock	\$769.00	\$769.00
#0-267	10 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$567.66	\$567.66	14	\$576.40	\$576.40	2	\$801.00	\$801.00	1-7 days for in stock	\$580.00	\$580.00
#0-268	10 x 6 in stainless steel tapping sleeve, as specified in Attachment A	2	EA	14-30	\$651.51	\$1,303.02	14	\$662.30	\$1,324.60	2	\$836.00	\$1,672.00	1-7 days for in stock	\$665.00	\$1,330.00
	10 x 8in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$816.00	\$816.00	14	\$837.15	\$837.15	2	\$1,017.00	\$1,017.00	1-7 days for in stock	\$840.00	\$840.00
#0-270	12 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$567.67	\$567.67	14	\$576.47	\$576.47	2	\$858.00	\$858.00	1-7 days for in stock	\$585.00	\$585.00

			Total Cost				Ferguson Waterworks \$1,417,246.77			O'Tool Industries \$1,545,242.85			Premier Waterworks, Inc. \$1,294,461.53		
			Location		Lubbock, TX			Lubbock, TX			Lubbock, TX			294,461.33 lbbock, TX	
		Quantity		Delivery	¥1*4	T-4-1	Delivery	¥1*4	T.4.1	Delivery	T1*4	Tetal	Delivery	T1*4	T-4-1
#	Items	Required (+/-)	UOM	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost	Days ARO	Unit Price	Total Cost
0															
#0-271	12 x 6in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$655.00	\$655.00	14	\$665.82	\$665.82	2	\$922.00	\$922.00	1-7 days for in stock	\$675.00	\$675.00
#0-272	12 x 8in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$840.00	\$840.00	14	\$853.56	\$853.56	2	\$1,099.00	\$1,099.00	1-7 days for in stock	\$860.00	\$860.00
#0-273	4 x 4in stainless steel tapping sleeve, as specified in Attachment A	1	EA	14-30	\$453.00	\$453.00	14	\$460.05	\$460.05	2	\$713.00	\$713.00	1-7 days for in stock	\$460.00	\$460.00
#0-274	$8\ x$ 4in cast iron water main tee, as specified in Attachment A	1	EA	14-30	\$480.20	\$480.20	10	\$221.33	\$221.33	2	\$368.00	\$368.00	1-7 days for in stock	\$215.00	\$215.00
#0-275	10 x 4in cast iron water main tee, as specified in Attachment A	1	EA	14-30	\$241.10	\$241.10	10	\$320.17	\$320.17	2	\$532.00	\$532.00	1-7 days for in stock	\$310.00	\$310.00
	12 x 6 in cast iron water main tee, as specified in Attachment A	1	EA	14-30	\$341.23	\$341.23	10	\$380.05	\$380.05	2	\$631.00	\$631.00	1-7 days for in stock	\$370.00	\$370.00
	6 x 4in cast iron water main tee, as specified in Attachment A	2	EA	14-30	\$169.91	\$339.82	10	\$193.96	\$387.92	2	\$322.00		1-7 days for in stock	\$186.00	\$372.00
	10 x 6in cast iron water main tee, as specified in Attachment A	1	EA	14-30	\$278.98	\$278.98	10	\$315.45	\$315.45	2	\$524.00	\$524.00	1-7 days for in stock	\$350.00	\$350.00
#0-279	6 x 6in cast iron water main tee, as specified in Attachment A	4	EA	14-30	\$182.55	\$730.20	10	\$206.93	\$827.72	2	\$344.00		1-7 days for in stock	\$199.15	\$796.60
#0-280	8 x 8in cast iron main tee, as specified in Attachment A	4	EA	14-30 14-30	\$256.31 \$219.53	\$1,025.24	10	\$287.91 \$247.21	\$1,151.64 \$988.84	2 2	\$479.00 \$411.00		1-7 days for in stock	\$280.00 \$240.00	\$1,120.00 \$960.00
	8 x 6in cast iron water main tee, as specified in Attachment A		EA			\$878.12							1-7 days for in stock		
#0-282	4 x 4in cast iron water main tee, as specified in Attachment A	4	EA	14-30	\$113.74	\$454.96	10	\$134.07	\$536.28	2	\$222.00		1-7 days for in stock	\$129.00	\$516.00
	4in E-Z flange with 4 set screws & EZ gasket, as specified in Attachment A	1	EA	7 to 14	\$48.14	\$48.14	10	\$43.54	\$43.54	2	\$100.00		1-7 days for in stock	\$44.00	\$44.00
	12 x 12 cast iron water main tee, as specified in Attachment A	1	EA	7 to 14	\$490.55	\$490.55	10	\$532.84	\$532.84	2	\$886.00		1-7 days for in stock	\$525.00	\$525.00
#0-285	4" mechanical joint cast iron sleeve, as specified in Attachment A	3	EA	7 to 14	\$71.61	\$214.83	10	\$73.92	\$221.76	2	\$122.00		1-7 days for in stock	\$75.00	\$225.00
	6" mechanical joint cast iron sleeve, as specified in Attachment A	6	EA	7 to 14	\$129.19	\$775.14	10	\$132.85	\$797.10	2	\$220.00		1-7 days for in stock	\$135.00	\$810.00
#0-287	8" mechanical joint cast iron sleeve, as specified in Attachment A	2	EA	7 to 14	\$189.57	\$379.14	10	\$194.65	\$389.30	2	\$324.00		1-7 days for in stock	\$195.00	\$390.00
#0-288 #0-289	3/4" corporation stop; full port, as specified in Attachment A	40	EA EA	140-210 140-210	\$33.70	\$1,348.00	120 120	\$33.18 \$50.71	\$1,327.20	2	\$96.00		1-7 days for in stock	\$32.62	\$1,304.80 \$28.392.00
	1" corporation stop; full port, as specified in Attachment A	600 200	EA		\$51.50	\$30,900.00	120	\$30.71 \$243.46	\$30,426.00	2	\$126.00		1-7 days for in stock	\$47.32 \$214.00	,
	2" corporation stop. 2 in. full port ball valve, as specified in Attachment A 2" corporation stop. 2 in. full port ball valve,	60	EA	140-210 140-210	\$249.94 \$249.94	\$49,988.00 \$14,996.40	120	\$243.46 \$243.47	\$48,692.00 \$14,608.20	2 2	\$444.00 \$444.00		1-7 days for in stock	\$214.00	\$42,800.00 \$13,680.00
	as specified in Attachment A 3/4" curb stop: 3/4 in. full port ball valve, as	240	EA	140-210	\$249.94 \$60.50	\$14,996.40	120	\$243.47 \$59.57	\$14,608.20	No Bid	\$444.00 No Bid	\$20,040.00 No Bid	1-7 days for in stock 1-21 days	\$228.00 \$56.97	\$13,672.80
#0-292	specified in Attachment A 1" curb stop; 1 in. full port ball valve, as	550	EA	140-210	\$98.69	\$54,279.50	120	\$39.37 \$97.16	\$53,438.00	No Bid	No Bid	No Bid	1-21 days	\$89.81	\$49,395.50
	specified in Attachment A												·		
	3/4" curb stop; 3/4 in. full port ball valve, as specified in Attachment A	150	EA	140-210 140-210	\$70.90 \$92.13	\$10,635.00	120	\$69.80	\$10,470.00 \$2,720.70	No Bid	No Bid No Bid	No Bid	1-21 days	\$69.00	\$10,350.00 \$2,610.00
	1" curb stop; 1 in. full port ball valve, as specified in Attachment A	30	EA			\$2,763.90	120	\$90.69		No Bid		No Bid	1-21 days	\$87.00	
#0-296	1" riser cutoff valve, as specified in Attachment A	20	EA	140-210	\$85.21	\$1,704.20	120	\$83.95	\$1,679.00	No Bid	No Bid	No Bid	1-21 days	\$79.00	\$1,580.00
#0-297	3/4" riser cutoff valve, as specified in Attachment A	120 200	EA EA	140-210 140-210	\$43.06 \$268.94	\$5,167.20 \$53,788.00	120 120	\$42.39 \$264.77	\$5,086.80 \$52,954.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	1-21 days	\$40.15 \$233.00	\$4,818.00 \$46,600.00
#0-298	2" ball valve- Ford b11-777wr, as specified in Attachment A	200	EA	140-210	\$208.94	\$33,/88.00	120	\$204.//	\$52,954.00	NO BIG	No Bid	No Bid	1-21 days	\$255.00	\$40,000.00

			Total Cost Location	ation Lubbock, TX			Ferguson Waterworks \$1,417,246.77 Lubbock, TX			O'Tool Industries \$1,545,242.85 Lubbock, TX			Premier Waterworks, Inc. \$1,294,461.53 Lubbock, TX		
		Quantity Required		Delivery Days	Unit	Total	Delivery Days	Unit	Total	Delivery Days	Unit	Total	Delivery Days	Unit	Total
#	Items	(+/-)	UOM	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost
#0-299	2" h	50	EA	140-210	\$289.45	\$14,472.50	120	\$284.44	\$14,222.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-299	2" brass angle valve, as specified in Attachment A	30	EA	140-210	\$289.45	\$14,472.50	120	\$284.44	\$14,222.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-300	Standard 2 piece valve box, as specified in Attachment A	200	EA	No Bid	No Bid	No Bid	7	\$51.79	\$10,358.00	2	\$101.00	\$20,200.00	1-5 days for in stock	\$59.36	\$11,872.00
#0-301	3/4" corp stop CTS, as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	120	\$35.68	\$35.68	2	\$104.40	\$104.40	1-7 days for in stock	\$50.03	\$50.03
#0-302	1" corp stop CTS, as specified in Attachment A	300	EA	140-210	\$54.81	\$16,443.00	120	\$53.96	\$16,188.00	2	\$132.00	\$39,600.00	1-7 days for in stock	\$65.81	\$19,743.00
#0-303	2" corp (m-m), as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	120	\$257.31	\$257.31	No Bid	No Bid	No Bid	1-7 days for in stock	\$243.95	\$243.95
#0-304	3/4" curb stop (ip to ip) CTS, as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	120	\$66.87	\$66.87	No Bid	No Bid	No Bid	1-7 days for in stock	\$63.67	\$63.67
#0-305	1" curb stop (c to fip), as specified in Attachment A	1	EA	140-210	\$102.44	\$102.44	120	\$100.85	\$100.85	No Bid	No Bid	No Bid	1-7 days for in stock	\$95.90	\$95.90
#0-306	1" curb stop (ip to ip) CTS, as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	120	\$105.07	\$105.07	No Bid	No Bid	No Bid	1-7 days for in stock	\$105.88	\$105.88
#0-307	2" curb stop (CTS by ips), as specified in Attachment A	1	EA	No Bid	No Bid	No Bid	120	\$298.47	\$298.47	No Bid	No Bid	No Bid	1-7 days for in stock	\$281.00	\$281.00
#0-308	Standard valve box riser with lid, as specified in Attachment A	120	EA	WD	WD	WD	60	\$50.72	\$6,086.40	2	\$69.00	\$8,280.00	No Bid	No Bid	No Bid
#0-309	Standard valve box riser with lid, as specified in Attachment A	80	EA	WD	WD	WD	60	\$60.60	\$4,848.00	2	\$82.25	\$6,580.00	No Bid	No Bid	No Bid
#0-310	Gate valve, 8 in., flanged end, non-rising stem , as specified in Attachment A	1	EA	30-90	\$1,244.75	\$1,244.75	30	\$1,292.63	\$1,292.63	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,170.00	\$1,170.00
#0-311	Gate valve, 3 in., flanged cast or ductile iron body, as specified in Attachment A	2	EA	30-90	\$533.80	\$1,067.60	30	\$547.47	\$1,094.94	No Bid	No Bid	No Bid	1-7 days for in stock	\$500.00	\$1,000.00
#0-312	Gate valve, 4 in., flanged cast or ductile iron body, as specified in Attachment A	2	EA	30-90	\$599.49	\$1,198.98	30	\$617.81	\$1,235.62	No Bid	No Bid	No Bid	1-7 days for in stock	\$570.53	\$1,141.06
#0-313	Gate valve, 6 in., flanged cast or ductile iron body, as specified in Attachment A	1	EA	30-90	\$801.13	\$801.13	30	\$829.33	\$829.33	No Bid	No Bid	No Bid	1-2 days for in stock	\$760.69	\$760.69
#0-314	3" MJ-fe gt.vlv.dd/rs with 2"sq nut, as specified in Attachment A	1	EA	30-90	\$2,000.00	\$2,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-315	2" bronze ball valve with rubber trim or seat, as specified in Attachment A	2	EA	30-90	\$45.33	\$90.66	7	\$77.77	\$155.54	No Bid	No Bid	No Bid	1-7 days for in stock	\$59.00	\$118.00
#0-316	Gate valve, 4 in. mechanical joint, as specified in Attachment A	6	EA	30-90	\$583.96	\$3,503.76	30	\$600.68	\$3,604.08	No Bid	No Bid	No Bid	1-7 days for in stock	\$550.06	\$3,300.36
#0-317	Gate valve, 6 in., mechanical joint, as specified in Attachment A	1	EA	30-90	\$777.49	\$777.49	30	\$803.48	\$803.48	No Bid	No Bid	No Bid	1-2 days for in stock	\$735.54	\$735.54
#0-318	2" Fig. 67s M&H AWWA (i.b.b.m) screwed end gate valves, as specified in Attachment A	4	EA	30-90	\$357.31	\$1,429.24	30	\$368.60	\$1,474.40	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-319	Gate valve, 8 in., mechanical joint, as specified in Attachment A	2	EA	30-90	\$1,203.50	\$2,407.00	30	\$1,245.09	\$2,490.18	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,134.62	\$2,269.24
#0-320	Gate valve, 2 in., mechanical joint, as	1	EA	30-90	\$392.62	\$392.62	30	\$403.85	\$403.85	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-321	specified in Attachment A Gate valve, 3 in., mechanical joint, as	2	EA	30-90	\$554.76	\$1,109.52	30	\$567.57	\$1,135.14	No Bid	No Bid	No Bid	1-7 days for in stock	\$515.91	\$1,031.82
#0-322	specified in Attachment A Gate valve, 4 in., mechanical joint, as	20	EA	30-90	\$616.79	\$12,335.80	30	\$633.42	\$12,668.40	No Bid	No Bid	No Bid	1-7 days for in stock	\$581.04	\$11,620.80
#0-323	specified in Attachment A Gate valve, 6 in., mechanical joint, as	24	EA	30-90	\$782.55	\$18,781.20	30	\$807.23	\$19,373.52	No Bid	No Bid	No Bid	1-7 days for in stock	\$725.00	\$17,400.00
#0-324	specified in Attachment A Gate valve, 8 in., mechanical joint, as	15	EA	30-90	\$1,229.55	\$18,443.25	30	\$1,266.96	\$19,004.40	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,150.00	\$17,250.00
#0-325	specified in Attachment A Gate valve, 10 in., mechanical joint, as	2	EA	30-90	\$1,907.97	\$3,815.94	30	\$1,965.52	\$3,931.04	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,790.00	\$3,580.00
#0-326	specified in Attachment A Gate valve, 12 in., mechanical joint, as specified in Attachment A	4	EA	30-90	\$2,401.78	\$9,607.12	30	\$2,477.29	\$9,909.16	No Bid	No Bid	No Bid	1-7 days for in stock	\$2,250.00	\$9,000.00

		Core And Main				Ferguson Waterwo	rks	O'Tool Industries			Premier	Waterworks, Inc	c.		
			Total Cost		\$1,380,910.11			\$1,417,246.77			\$1,545,242.85			,294,461.53	
			Location		Lubbock, TX			Lubbock, TX			Lubbock, TX			ubbock, TX	
		Quantity		Delivery			Delivery			Delivery			Delivery		
		Required		Days	Unit	Total	Days	Unit	Total	Days	Unit	Total	Days	Unit	Total
#	Items	(+/-)	UOM	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost	ARO	Price	Cost
0															
#0-327	Tapping valve, 4 in. MJ, cast or ductile iron	24	EA	30-90	\$763.93	\$18,334.32	90	\$786.32	\$18,871.68	No Bid	No Bid	No Bid	1-7 days for in stock	\$750.00	\$18,000.00
	body, as specified in Attachment A														
#0-328	11 8	35	EA	30-90	\$1,073.51	\$37,572.85	90	\$1,108.85	\$38,809.75	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,055.00	\$36,925.00
	body, as specified in Attachment A														
#0-329	Tapping valve, 8 in MJ, cast or ductile iron	8	EA	30-90	\$1,584.39	\$12,675.12	90	\$1,637.53	\$13,100.24	No Bid	No Bid	No Bid	1-7 days for in stock	\$1,555.00	\$12,440.00
	body, as specified in Attachment A														
#0-330	Tapping valve, 10 in. MJ, cast or ductile iron	1	EA	30-90	\$2,398.04	\$2,398.04	90	\$2,469.07	\$2,469.07	No Bid	No Bid	No Bid	1-7 days for in stock	\$2,375.00	\$2,375.00
	body, as specified in Attachment A														
#0-331	3 11 8	1	EA	30-90	\$3,593.19	\$3,593.19	90	\$3,706.87	\$3,706.87	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	specified in Attachment A														
#0-332		80	EA	30-90	\$57.12	\$4,569.60	60	\$80.39	\$6,431.20	2	\$109.20	\$8,736.00	No Bid	No Bid	No Bid
	in Attachment A														
#0-333	9 / 1	8	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2	\$56.50	\$452.00	No Bid	No Bid	No Bid
	Attachment A														
#0-334		6	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	in Attachment A							37 701							
#0-335		6	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0.22 <i>c</i>	in Attachment A	40	E.	N. D. I	N. D. I	N. D. I	N D' 1	N. D. I	N. D. I	2	625.50	61 401 00	N. D. I	NI DII	M. D. I
#0-336	36" pick handles, as specified in Attachment A	42	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2	\$35.50	\$1,491.00	No Bid	No Bid	No Bid
#0.22 7	5// 2 1 1 1 1 1 2 2 2 1	40	E.	N. D. I	N. D. I	N. D. I	N D' I	N. D. I	N. D. I	2	620.00	61 176 00	N. D. I	N. D. I	N. D. I
#0-337	5# rail road and clay combination pick-no handle, as specified in Attachment A	42	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2	\$28.00	\$1,176.00	No Bid	No Bid	No Bid
#0.220		60	E.	NI. DUI	N. D'I	No Bid	No Bid	N. D' I	NI. DU	2	6127.00	60.220.00	No Bid	NI. DUI	No Bid
#0-338	Drain spades shovel, 15" diamond point steel blade, as specified in Attachment A	60	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2	\$137.00	\$8,220.00	No Bid	No Bid	No Bid
#0.220	, I		E.	7 . 14	654.46	6217.04		ec1 20	6245 12	NL DIA	NL D'I	NL D'I	N. D. I	NI. DUI	NL DU
#0-339	Fire hydrant operating wrench, as specified in Attachment A	4	EA	7 to 14	\$54.46	\$217.84	60	\$61.28	\$245.12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0.240	Steel tape y606pd Lufkin O.D. tape, as specified in Attachment A	24	E.4	NI. DU	N. D. I	N. D. I	7	65.22	6127.60	_	626.00	6642.20	NL D'I	NL D'I	NL DOL
#0-340	specified in Attachment A	24	EA	No Bid	No Bid	No Bid	7	\$5.32	\$127.68	2	\$26.80	\$643.20	No Bid	No Bid	No Bid



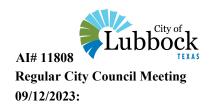
Purchasing and Contract Management

Project Summary

ITB 23-17361-SB Water Inventory Items – Annual Pricing

Notice was published in the Lubbock Avalanche Journal on June 4 & June 11, 2023. 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 June 2 to June 20, 2023. 18 vendors downloaded the documents using Bonfire.com. 6 vendors were notified separately.

4 vendors submitted bids.



Information

Agenda Item

Resolution - Business Development: Consider a resolution accepting a Special Warranty Deed for real property located at various tracts within the Bell Farms Public Improvement District as described on the exhibits to the Special Warranty Deed, granted to the City of Lubbock on behalf of the Bell Farms Public Improvement District by Betenbough Homes, LLC.

Item Summary

The Bell Farms Public Improvement District (PID) is generally bounded by 130th Street to the north, Avenue P to the east, 146th Street to the south, and University Avenue to the west.

On June 25, 2019, the City Council approved creation Resolution No. 2019-R0232, establishing the area as a PID under Chapter 372 of the Texas Local Government Code, for the purpose of financing improvements and services related to:

- 1. The acquisition or construction of drainage facilities or improvements;
- 2. The design, construction and maintenance of parks and green space, together with ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green space; and
- 3. The cost of establishing, administering and operating the PID.

This item transfers ownership of a Playa Lake Park (Exhibits A and B), a Basin Park (Exhibit C), and two sections of fence line (Exhibits D and E) to the PID. In order for the PID to maintain the parks and fencing, they must be public property and this item will fulfill that requirement. Maintenance of the parks and fencing is included in the Bell Farms PID Annual Service and Assessment Plan, and upon acceptance, the Bell Farms PID will maintain these properties. Staff will assist the Bell Farms PID Advisory Board with creating maintenance specifications, and will issue a contract through the City's procurement process.

The Bell Farms PID Advisory Board voted to accept this property from Betenbough Homes, LLC at their August 4, 2023 Regular Board Meeting.

Fiscal Impact

The cost to maintain the properties is included in the FY 2022-23 Bell Farms PID Service and Assessment Plan, as adopted by the City Council.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Bell Farms Public Improvements District Advisory Board

Attachments

Resolution
Special_Warranty_Deed (c)
Map

RESOLUTION

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

THAT the City Council hereby accepts, on behalf of the City of Lubbock, a Special Warranty Deed for certain areas as described in the Special Warranty Deed and depicted in Exhibits "A - E" attached hereto and incorporated herein by reference, from Betenbough Homes, LLC for certain real property located in Bell Farms Addition, Lubbock, Lubbock County, Texas, and 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.

Passed by the City Council on	
ATTEST:	TRAY PAYNE, MAYOR
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT: Brianna Gerardi, Business Development Dire Brown	ector
APPROVED AS TO FORM:	
Kolli Leisure, Senior Assistant City Attorney	
RES. Special Warranty Deed – Betenbough Homes, I. 8.28.23	nc. – Bell Farms Parks and Fences

SPECIAL WARRANTY DEED

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

Date: August 14th, 2023

Grantor: Betenbough Homes, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 6305 82nd St. Lubbock, TX 79424

Grantee: City of Lubbock, a Texas Municipality

Grantee's Mailing Address: 1314 Avenue K. Lubbock, TX 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid, the receipt of which is hereby acknowledged and confessed.

Property (including any improvements):

Property A: Playa Lake 1 (Exhibit A)

Tract H of Bell Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2020051430 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit A, attached hereto and incorporated by reference.

Property B: Playa Lake 2 (Exhibit B)

Tract A, Bell Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2019041488 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit B, attached hereto and incorporated by reference.

Property C: Basin Park (Exhibit C)

Tract L, Bell Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2020040193 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit C, attached hereto and incorporated by reference.

Property D: Central Fence Line (Exhibit D)

Tract G and Tract F of Bell Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2020013717 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit D, attached hereto and incorporated by reference.

Property E: North Fence Line (Exhibit E)

Tract N, Tract O, and Tract M of Bell Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2021011304 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit E, attached hereto and incorporated by reference.

Reservations from Conveyance:

Grantee assumes all taxes for current year; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; restrictions,

conditions, easements, and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect; all valid and property recorded outstanding mineral and royalty interest, reservations and recess, if any, to the extent they are still in full force and effect; and rights to parties in possession, if any.

Further, the Grantor reserves to itself all of Grantor's right, title, and interest in and to oil, gas, and other minerals, including but not limited to all mineral interests, royalty interests, overriding royalty interests, working interests, production payment interests, oil and gas leasehold interests and all other interests of every kind, nature, and character in and to all oil, gas, and other minerals located in, on, under, and that may be produced from the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance, does hereby GRANT, SELL, and COVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

(Signature Page to Follow)

GRANTOR

BETENBOUGH HOMES, LLC, a Texas Limited Liability Company

Chris Berry, Authorized Agent Betenbough Homes, LLC

THE STATE OF TEXAS

COUNTY OF LUBBOCK

S

This instrument was acknowledged before me on this ______ day of _____ August _____ 2023, by Chris Berry Authorized Agent of Betenbough Homes, LLC.



Notary Public State of Texas

GRANTEE

Tray Payne, Mayor City of Lubbock			
THE STATE OF TEXAS	\$		
COUNTY OF LUBBOCK	\$		
This instrument was acknowledged be 2023, by Tray Payne Mayor of the City		day of	,
	Notary Pr	ublic, State of Texas	

LIEN HOLDER, Betenbough Companies, PBC does hereby join in this dedication deed for the sole purpose of showing its consent thereto, and that it has no objection to the granting of the mentioned properties to the City of Lubbock.

BETENBOUGH COMPANIES, PBC

Director

 \S

8

Betenbough Companies, PBC

THE STATE OF TEXAS

COUNTY OF LUBBOCK



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BETENBOUGH HOMES, LLC 6305 82nd St. Lubbock, TX 79424

Exhibit A

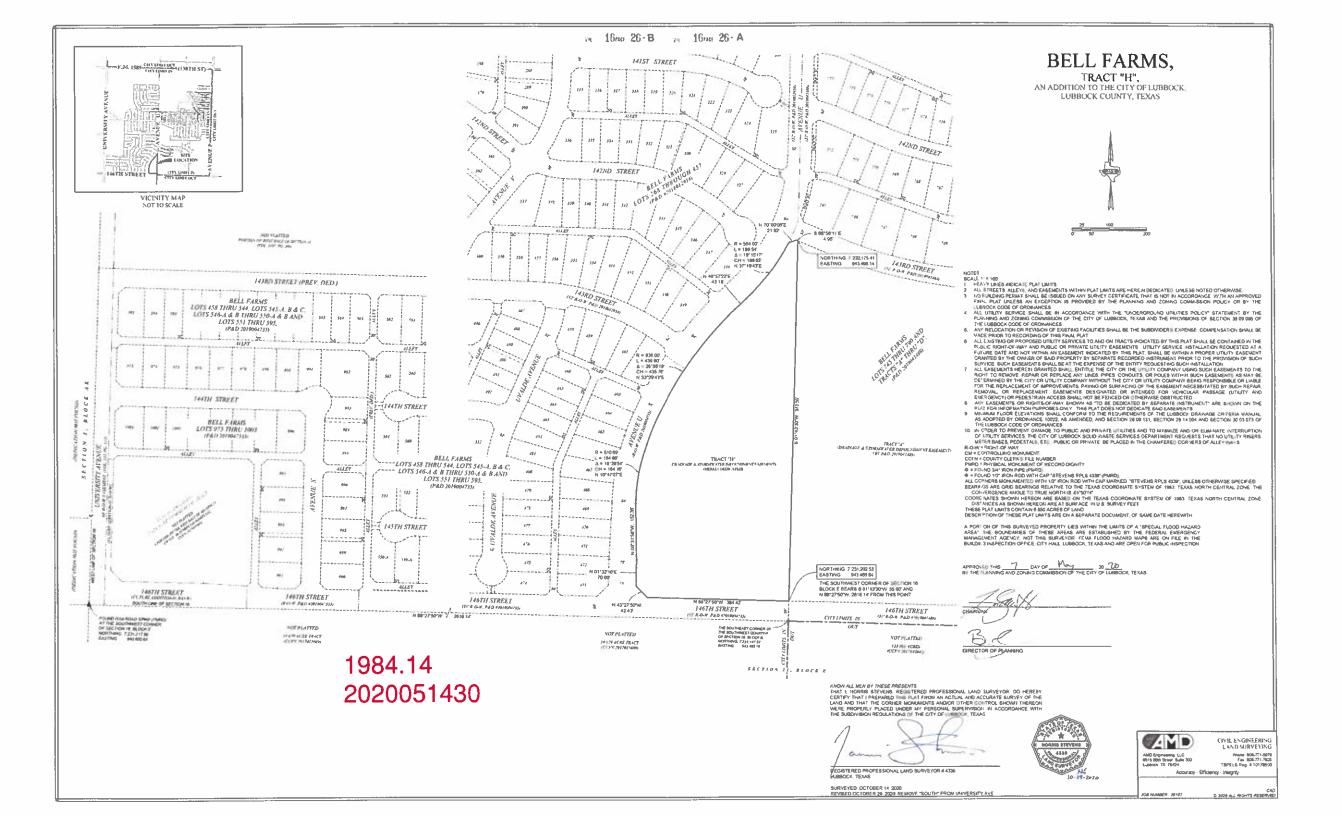


Exhibit B

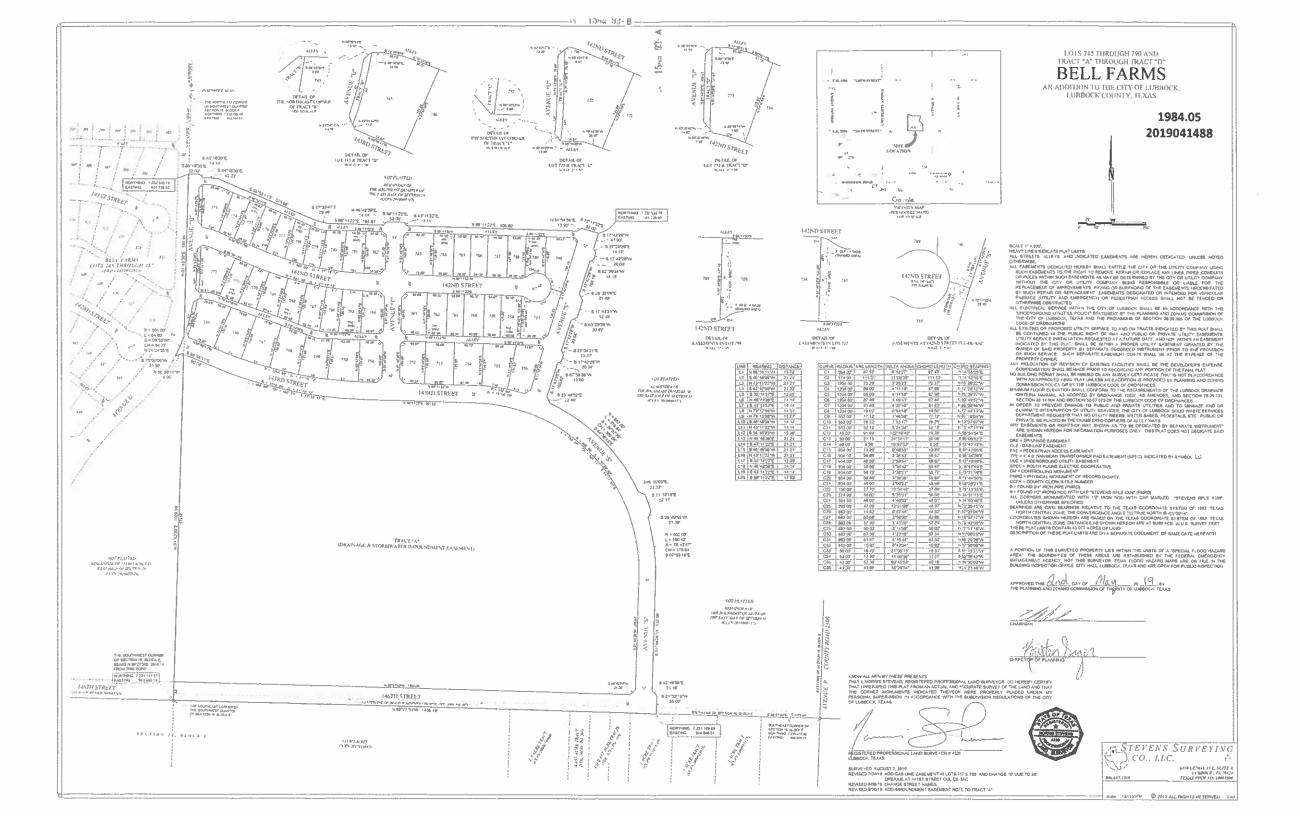


Exhibit C

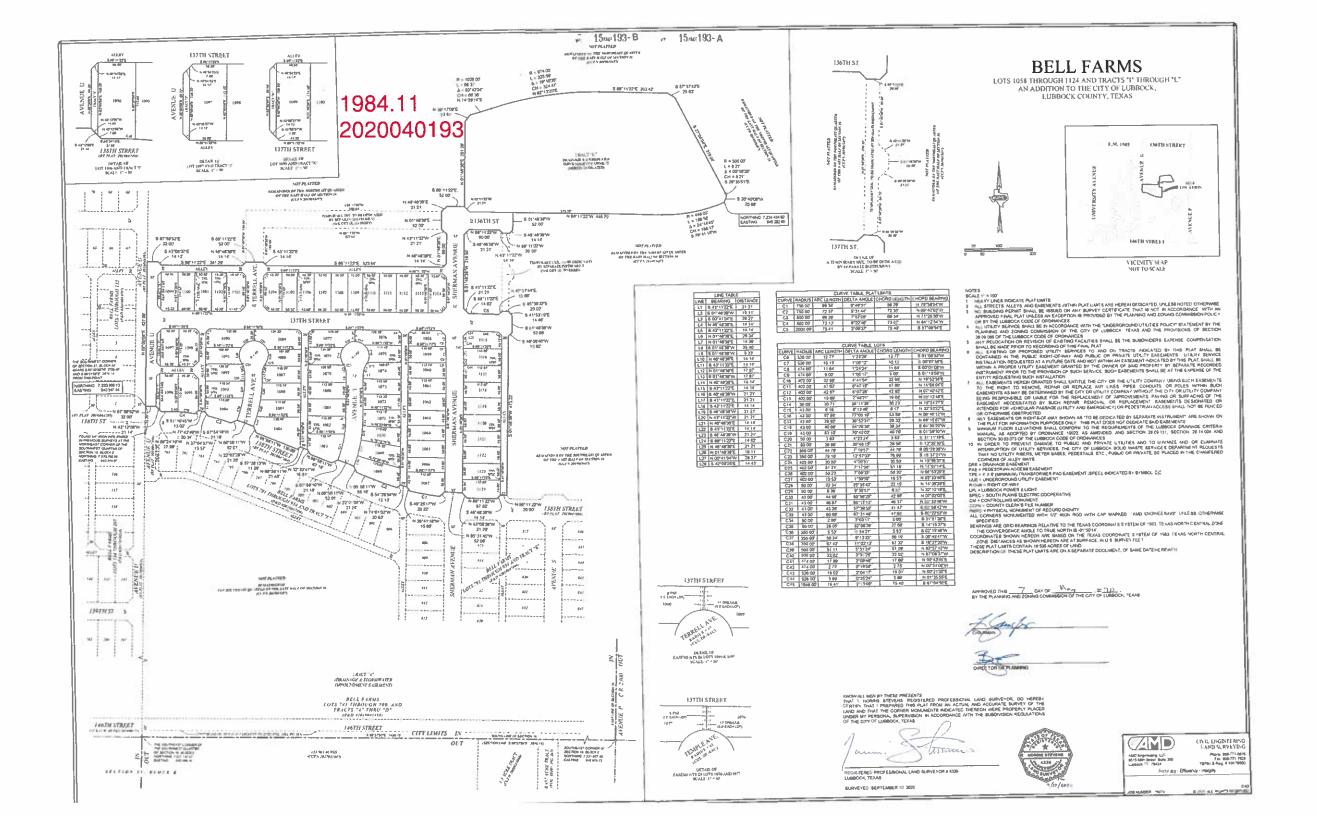


Exhibit D

1984.09 2020013717

BELL FARMS

LOTS 935 THROUGH 972 AND TRACTS "F" & "G",
AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS



LINE	BEARNG	DISTANCE
- 52.	8 48 45 38 74	14.54
12	N 43"11"ZZ"W	14.14
1.3	5 46"48"38"Y/	21.21
i,a	\$ 01°48'38'W	10.07
LS	N 01"48"38"E	35 07
1.6	8 88 1172 E	. 18 16
1.7	5 85"11 ZZE	25.99
1.60	8 40°51'50'W	21 23
4.8	\$ 43°08'50'E	74 13
L10	8 86"11"22%	36 00
LSS	8 46"51"12"W	14 15

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C2	43.00	12.67	161451147	12.53	8 25 0024°E
C3	43 007	B1 38	108-36-56,	69 77°	8 37°35'25'W
€4	438 00'	67.98	7"37'00"	57 92	N 74 272116
7.5	438 00"	103.08	13'32'45	102 84	N 8510714TE
ې	43.00	48.61	65"02"0.1"	46.23	H: 55' 40' 10"A
C7	43 00"	45.19	40.08.35,	43.10	N 96155'30'E
C8	50 00	13.01"	15"35'05"	1357	N 29"12"16"E
CIP	50 00	57 107	19"35"34"	17 01	N 11'36'24'E
C10	50 00	16.11	18*27*37*	18-04	17 02125 11"W
C11	50 00	14.90	16"44"01"	14 59	P-522,01,51.04
C12	43 00	38 17	51103/341	37 OE	H 07'51 14'W
C13	43.00	39.97	47"55"48"	34.93*	_N 41"36'27"E
C14	43 00	42 48	56136.767	45.78	S 84:05:29°E
C15	43.00	3 90'	4147301	3 59	\$ 55°71'29'E
_ C18	50 007	30.71	3611397	30.53	6 70"35"33"E.
C17	50 00	33.30	25"28"04"	22 61'	\$ 79°05'38"W
C18	50 00	8 52	9"45"38"	B, 51	S 81*29*48*W
C19	43.00	51.62	86,05.45.	49.74	N 881511401V/
C20	43.07	42 14	56"08"57"	40.47	P: 25"15 51"W
C21	43 00	42.16	\$6109.111	40 48	N 29"5313"E.
C-55	43.00F	51 81	1910227	49.74	S 4 TOOSTE
C53	50 car	8.52"	9"45'47"	8.51	9.57.523TE
C24	50.00	22.19	2512532	22 01	3.76°28'20' €

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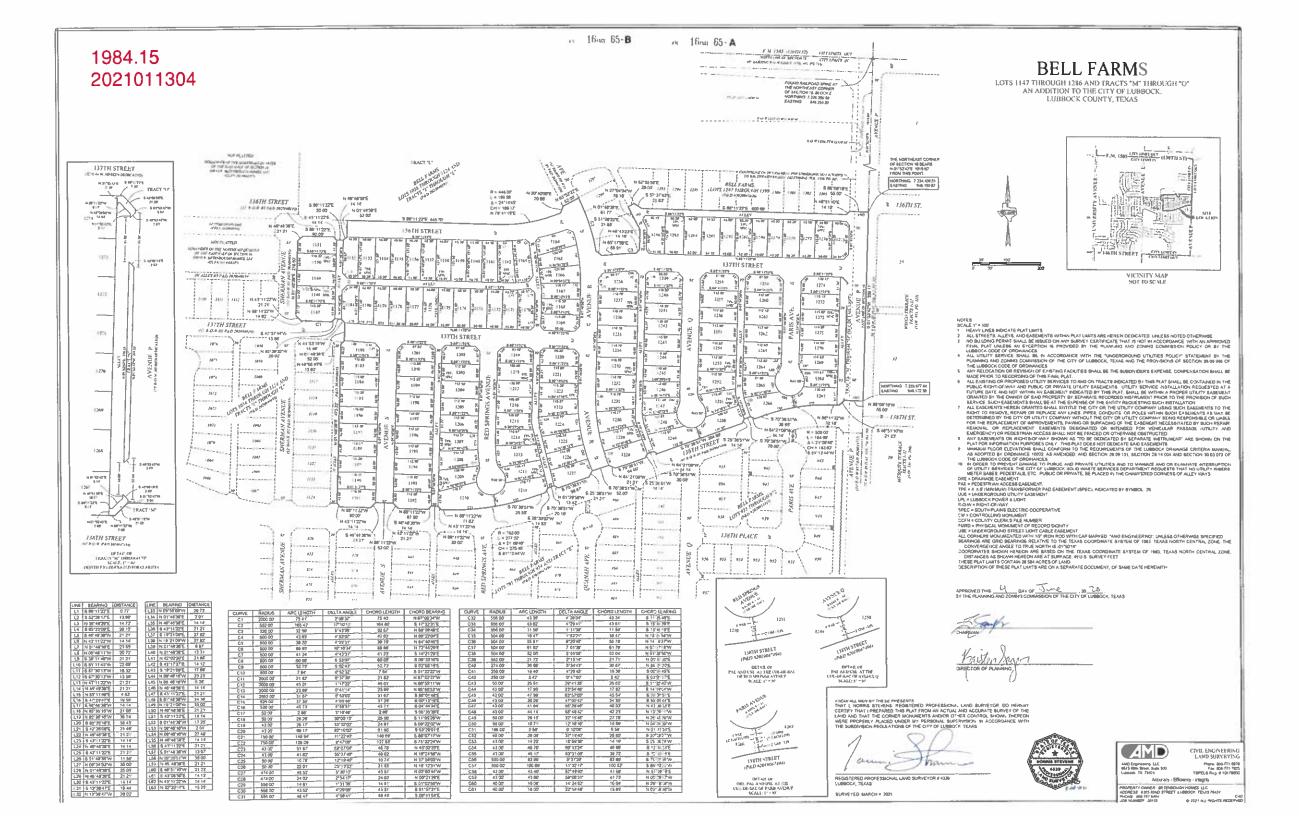
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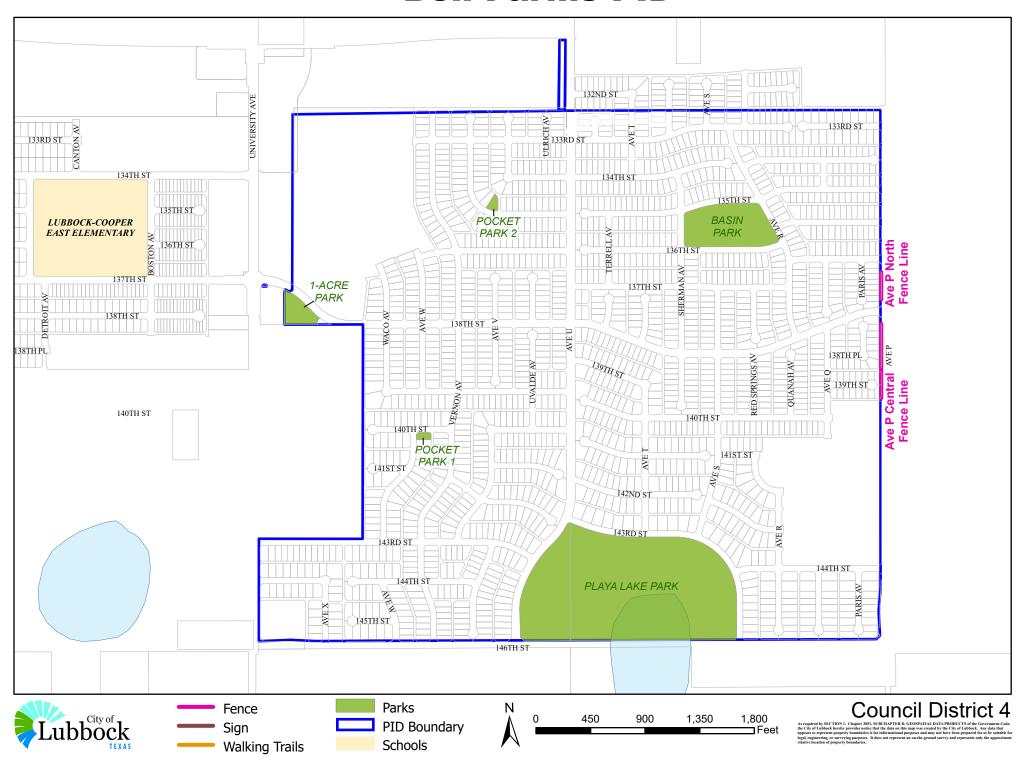
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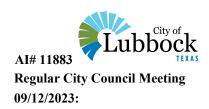
AUDI 190219889-4 \$\frac{1}{2} 2020 ALL RIGHTS RESERVED CW

Exhibit E



Bell Farms PID





Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mackenzie Village Shopping Center, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

The owners of the Mackenzie Village Shopping Center are renovating their property at 1708 Parkway Drive, located within the Lubbock East Neighborhood Empowerment Zone, as designated by the City Council. The scope of the facade project includes a new parking lot. The cost of the project is estimated to be \$44,636, and the requested grant amount is \$22,318. The Market Lubbock, Inc. Board of Directors approved this amount at their August 23, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$44,636, with \$22,318 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution

Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Mackenzie Village Shopping Center, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

pursuant to Section 5 of the America at	id Restated Bylaws of the Corporation.
Passed by the City Council	on
ATPRECIE	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
1/2 · 1/2	
Buanna Brown	
Brianna Brown, Business Development	Director
APPROVED AS TO FORM:	
Velli Resure	
Kelli Leisure, Senior Assistant City Atto	orney

ccdocs/RES, Market Lubbock CRG Facade Expenditure - Mackenzie Village 8.4.23

RE 23-45

RESOLUTION APPROVING MACKENZIE VILLAGE SHOPPINIG CENTER AT 1708 PARKWAY DRIVE COMMERCIAL REVITALIZATION FACADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 23, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the estate of Angelina Moses, owner of Mackenzie Village Shopping Center, built in 1962. Ms. Moses and her husband Sid purchased the property in 1979. Ms. Moses continued to operate the center on her own until 2011. At that time, Edward Musa, her nephew, began managing the center for her. At the time of purchase in 1979, the anchor tenants were United Supermarket and TG&Y Department store. In 1992, Ms. Moses acquired a lease with the Texas Department of Health and Human Services, which remains in place today. Currently, the shopping center is home to several local businesses including T-Mart Varity store, Sweet Tooth Donut Shop, Nut'n Butt Smokes, and a Domino's Pizza franchise, all of which have been in the same location for over fifteen years.

The facade expenses will include a new parking lot totaling \$44,636 in expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for Mackenzie Village Shopping Center totaling \$22,318 at 1708 Parkway Drive.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Commercial Revitalization Facade Grant for Mackenzie Village Shopping Center, totaling \$22,318 in expenses at 1708 Parkway Drive, which is in the East Side Reinvestment Zone as designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by Director, Dr., John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mackenzie Village Shopping Center, for improvements to the property at 1708 Parkway Drive, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. COMMERCIAL REVITALIZATION GRANT PROGRAM



1708 Parkway Dr. (Mackenzie Village Shopping Center)

> SCOPE OF FAÇADE WORK = \$44,636 FAÇADE GRANT = \$22,318



Commercial Revitalization Grant Program Presented to MLI Board August 23, 2023

Project 1708 Parkway Dr. (Mackenzie Village Shopping Center)

The estate of Angelina Moses owns Mackenzie Village Shopping Center which was built in 1962. Ms. Moses and her husband Sid purchased the property in 1979. Ms. Moses continued to operate the center on her own until 2011. At that time, Edward Musa, her nephew, began managing the center for her.

At the time of purchase in 1979, the anchor tenants where United Supermarket and TG&Y Department store. In 1992, Ms. Moses acquired a lease with the Texas Department of Health and Human Services, which remains in place today. Currently, the shopping center is home to several local businesses including T-Mart Varity store, Sweet Tooth Donut Shop, Nut'n Butt Smokes and a Domino's Pizza franchise, all of which have been in the same location for over fifteen years.

The facade expenses will include a new parking lot totaling \$44,636 in expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for Mackenzie Village Shopping Center totaling \$22,318 at 1708 Parkway Drive.



Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INF	ORMATIO	N				
Jorge Quirino - Spe	cial Project	s	Phone:	806.23.824	1	
Market Lubbock, In-	C.					
1500 Broadway, Six	th Floor, Lu	ubbock, TX 79401	Email:	jorge@mar	ketlubbock.org	
Date Initial Applicat	ion Submitt	ed (Due prior to start of	f construction	or permits as:	signed) 08/02/23	
Projected Project S	tart Date	ASAP				
Project Property Ad	dress	1708 Parkway Drive	1			
Property LCAD R#		82924				
GENERAL INFORM	MATION AE	BOUT THE COMPANY				
Company Name		zie Village Shopping Ce				
Street Address	3320 34		2000.00			
City, State, Zip	Lubbock	, TX 79410				
GENERAL INFORM	MATION AF	BOUT THE COMPANY	CONTACT			
Name	Edward		CONTROL			
Title		Manager/Executor				
Phone Number	806-831					
Email	-	kway@gmail.com				
INFORMATION AB	OUT THE	PROJECT				
INI OKMATION AD	OUT THE	- NOOLO I				
Property Ownership	κ	Own			Lease Owner Approved	
Grant Type (May ch	oose both	f applicable): Permittal	ble 🗌		Façade 🗹	
Datailed Project Su	mman, (las	huding projected start d	ato) and Doo	ariation of War	k.	
Parking Lot	mmary (inc	luding projected start d	ate) and Des	cription of wor	K.:	
raiking Lot						
Summary of Expens	ses (detaile	d bids attached)	Pro	ojected	MLI Approved Reimbursement	
Parking Lot	10	No		14,636	\$22,318	
man (100 M 100 D 10)				and Spiriteria	6	
		TOTA	L \$4	14.636	\$22.318	

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND List any person or entity that has at least 5% ownership in the Applicant Company: Name Percent Percent Estate of Angeline Moses 100% Is the firm registered with the Secretary of State's Office to do business in Texas? Yes Are you in good standing with the State of Texas? Yes If you answered "No" to either of the above two questions, please explain Is the firm and/or principals delinquent on any federal, state or local tax obligations? No Has the company or principals of the company had prior bankruptcies or lawsuits? No If you answered "Yes" to either of the above two questions, please explain is the firm receiving tax revenue from any government agency? No APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE) City of Lubbock requirements: City of Lubbock - Planning Department 806-775-2108 Contact the City of Lubbock to determine the following: Scope of work meets East Side/34th St./N. University standards and quidelines? Are permits required for any aspect of the scope of work? Are public improvements required? Is there a current Certificate of Occupancy on file for this property? Market Lubbock, Inc. (MLI) requirements: Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500 Application Packet: Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. Date Final Documents Received: Copies of City permits or City approval Copy of Current Certificate of Occupancy Detailed Construction Bids or Schedule of Values Before Picture (prior to construction beginning) Architectural Plans (if applicable) Architectural Renderings (if applicable) After completion of construction: Certificate of Occupancy or Similar City Document Approving Completion (Applicant responsible for final scope of work matching approved scope) Proof of Payment: PAID Invoices (must reference the approved project)

invoices (legible copies)

Processed Checks, Bank or Credit Card Statements matching PAID

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

Permittable Projects

- Improvements require a City of Lubbock permit
- · Improvements may be made to the exterior and/or interior of the property
- Improvements must total a minimum of \$5,000
- The permittable grant reimburses 10% of approved expenses up to a \$50,000 grant
- · Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - · Any other work requring a City of Lubbock permit

Façade Projects

- Improvements may or may not require a City of Lubbock permit.
- Improvements must be made to the exterior of the property facing the most prominent street.
- Improvements must total a minimum of \$1,000
- The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
- · Facade scope of work that may be considered:
 - Painting
 - · New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - · Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Edward Musa

Date: 8/2/23 per email





Bryer Pavements

Estimate

\$44,636.00

\$44,636.00

For: Makenzie Village

1716parkway@gmail.com

1716 Parkway Dr Lubbock, TX, 79403 +1 (806) 785-0500 Estimate No: 436
Date: 08/02/2023

Description	Quantity	Rate	Amount	
Installation for Asphalt Repairs:	1	\$15,892.00	\$15,892.00*	
Mill asphalt repair areas.				
Clean areas removing all loose gravel.				
Apply asphalt bonding agent.				
Pave 2" of hot mix asphalt in asphalt repair areas.				
Roll to completion.				
SealCoat	1	\$25,561.00	\$25,561.00*	
Clean existing pavement.				
Seal coat entire asphalt pavement with protective asphalt coating.				
All striping includes parking spaces, handicaps & hash zones.				
Installation for Crushed Asphalt:	1	\$3,000.00	\$3,000.00*	
Grade area.				
Install crushed asphalt as needed.				
Roll to completion.				
FireLane:	1	\$183.00	\$183.00*	
Stripe fire lane.				
. / / / /				
	Subtotal		\$44,636.00	

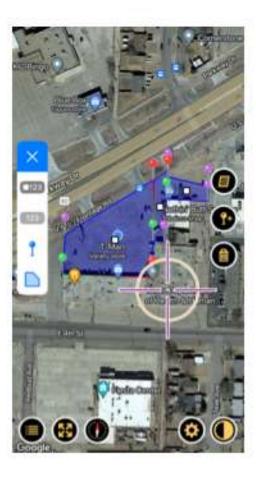
Comments

30 day price guarantee. First half upon start second half upon completion. Specifically make all checks payable to "Bryer Pavements". Sign here. X

Total

Total

Authorized Rep.



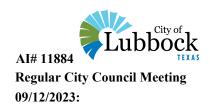
1708 Parkway Drive - Before Pictures











Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Those Iowa Girls Antiques, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

Those Iowa Girls Antiques is renovating their property at 2249 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes new windows, awnings, and parking lot. The cost of the project is estimated to be \$13,042, and the requested grant amount is \$6,521. The Market Lubbock, Inc. Board of Directors approved this amount at their August 23, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$13,042, with \$6,521 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution

Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

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

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Those Iowa Girls Antiques, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

*
TRAY PAYNE, MAYOR
rector

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock CRG Facade Expenditure – Those Iowa Girls 8.25.23

RE 23-46

RESOLUTION APPROVING COMMERCIAL REVITALIZATION FACADE GRANT FOR THOSE IOWA GIRLS ANTIQUES AT 2249 34th St.

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 23, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Those Iowa Girls Antiques, who are renovating the property at 2249 34th St., located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. Those Iowa Girls Antiques allow you to shop a selection of antiques, collectibles and much more. Explore an inventory of items curated to add character to your home.

The scope of façade work includes new glass windows, awnings and parking lot totaling \$13,042 in façade expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for Those Iowa Girls Antiques totaling \$6,521 at 2249 34th St.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Commercial Revitalization Facade Grant for Those Iowa Girls Antiques, totaling \$6,521 in expenses at 2249 34th Street, which is in the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Those Iowa Girls Antiques, for improvements to the property at 2249 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis Secretary

MARKET LUBBOCK, INC. COMMERCIAL REVITALIZATION GRANT PROGRAM



2249 34th St. (Those Iowa Girls Antiques)

TOTAL FAÇADE SCOPE OF WORK = \$13,042

FAÇADE GRANT = \$6,521



Commercial Revitalization Grant Program Presented to MLI Board August 23, 2023

Project 2249 34th St. (Façade)

Those Iowa Girls Antiques is renovating the property at 2249 34th St., located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

Those Iowa Girls Antiques allow you to shop a selection of antiques, collectibles and much more. Explore an inventory of items curated to add character to your home.

The scope of façade work includes new glass windows, awnings and parking lot totaling \$13,042 in façade expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for Those Iowa Girls Antiques totaling \$6,521 at 2249 34th St.



Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

Jorge Quirino - Spec	cial Projects	Phone:	806.23.824	\$1
Market Lubbock, Inc.				
1500 Broadway, Six	th Floor, Lubbock, TX 79401	Email:	jorge@ma	rketlubbock.org
Date Initial Applicati	on Submitted (Due prior to start of	of construction	or permits as	signed) 6.12.23
Projected Project St	as soon as approv	ed for the gra	nt	
Project Property Add	dress 2249 34th Street (J	JQ)		
Property LCAD R#	39431 (JQ)			
GENERAL INFORM	MATION ABOUT THE COMPAN	Y		
Company Name	Those Iowa Girls Antiques	_		
Street Address	2255,2253,2249 34th Street	Buildings cont	nect	
City, State, Zip	79411	1999		
GENERAL INFORM	MATION ABOUT THE COMPAN	Y CONTACT		
Name	Darla Carrasco	-30		
Title	Owner			
Phone Number	806-790-5324			
Email	dcarrasco@marlas-lubbock.co	om		
INFORMATION AB	OUT THE PROJECT			
Property Ownership	Own	~		Lease
				Owner Approved
Grant Type (May ch	oose both if applicable): Permitta	able 🗌		Façade 🗹
Detailed Project Sur	mmary (including projected start of	date) and Des	cription of Wo	rk:
	s to match the other properties th			
	al to be added to the front of 225			
strips.			M. S	
STANSACT:				
0			di seri	
	ses (detailed bids attached)		ojected	MLI Approved Reimbursement
Parking Lot			3,789	\$1,895
Windows			2,214	\$1,107
Façade		\$	7,039	\$3,520
		A) L		
	TOT	A1 5	13 042	\$6 521

Final bids will be used to calculate the project cost and grant amount.

List any person or entity that has at least 5% ownership in the Applicant Company: Name Percent Percent Darla Carrasco 100% Is the firm registered with the Secretary of State's Office to do business in Texas? Vec Are you in good standing with the State of Texas? Yes If you answered "No" to either of the above two questions, please explain Is the firm and/or principals delinquent on any federal, state or local tax obligations? No Has the company or principals of the company had prior bankruptcies or lawsuits? No If you answered "Yes" to either of the above two questions, please explain Is the firm receiving tax revenue from any government agency? No APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE) City of Lubbock requirements: City of Lubbock - Planning Department 806-775-2108 Contact the City of Lubbock to determine the following: Scope of work meets East Side/34th St./N. University standards and guidelines? Are permits required for any aspect of the scope of work? Are public improvements required? Is there a current Certificate of Occupancy on file for this property? Market Lubbock, Inc. (MLI) requirements: Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500 Application Packet: Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. Date Final Documents Received: Copies of City permits or City approval Copy of Current Certificate of Occupancy Detailed Construction Bids or Schedule of Values Before Picture (prior to construction beginning) Architectural Plans (if applicable) Architectural Renderings (if applicable) After completion of construction: Certificate of Occupancy or Similar City Document Approving Completion (Applicant responsible for final scope of work matching approved scope) Proof of Payment: PAID Invoices (must reference the approved project) Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

COMPANY BACKGROUND

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

Permittable Projects

- Improvements require a City of Lubbock permit
- · Improvements may be made to the exterior and/or interior of the property
- Improvements must total a minimum of \$5,000
- The permittable grant reimburses 10% of approved expenses up to a \$50,000 grant
- · Permittable scope of work that may be considered:
 - HVAC
 - · Plumbing
 - Electrical
 - Structural
 - · Any other work requring a City of Lubbock permit

Facade Projects

- Improvements may or may not require a City of Lubbock permit
- · Improvements must be made to the exterior of the property facing the most prominent street
- Improvements must total a minimum of \$1,000
- The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
- · Façade scope of work that may be considered:
 - Painting
 - · New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - · Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Darla Carrasco

Date: 6.12.23

2249 34th St. - Before Pictures







P: (806) 744-2592 / F:(806) 702-8981 Serving the Texas Panhandle, Permian Basin And Eastern New Mexico Office and Plant 420 E. Lehigh St. Lubbock, Texas 79403

ESTIMATE DATE: July 18, 2023

Attn: Darla Carrasco

Email: dcarrasco@marlas-lubbock.com

Phone: 806.790.5324

Project Address: 2255 34th Street

Lubbock, TX 79411

ESTIMATE DETAIL

Clean designated area

Patch holes in designated areas

Seal coat complete parking lot

Re-stripe designated area

TOTAL ESTIMATE \$3500+ TAX \$ 288.75= \$ 3,788.75

Should you have any questions, please feel free to contact me and thank you for your business.

Sincerely, Patrick Daley 806-407-7297 Daley Superior Asphalt Manufacturing, Inc.



Action GLASS Mirror

806-794-5277

255 US Hwy 87 Lubbock, TX 79423

Phone 806-794-5277 Fax 806-744-5266 Estimate/BID

Date

8/1/2023

Those Iowa Girls 2255 34th		
Lubbock 806-790-5324		

Project

Description	Qty	Total
approx size 45 x 54 108	4	1,152.16T 270.00T 600.00 75.00
Estimate good for 30 days A deposit of 1/2 is required to order job Please allow 2 -3 weeks for delivery Thank You!		
	approx size 45 x 54 108 Estimate good for 30 days A deposit of 1/2 is required to order job Please allow 2 -3 weeks for delivery	approx size 45 x 54 108 Estimate good for 30 days A deposit of 1/2 is required to order job Please allow 2 -3 weeks for delivery

| Subtotal | Sales Tax (8.25%) | \$117.33 |
| Phone # | Total | \$2,214.49

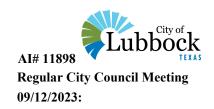
NO.76

AR

Angel Rodriguez 2308 av. T lubbock TX. 79411

806-775-0738

description	tino	pies	cantidad	-	precio		cub	total
description	tipo	pies	cantidau		precio		SUID	total
wood	2x6		16	15	\$17.00		\$	255.00
wood	2x6		14	20	\$15.00		\$	300.00
plywd	5 ./8.			14	\$16.00		\$	224.00
nails	0.11	3		1	\$70.00		\$	70.00
trim mult. Flasi	nin general		120	12	\$9.00		\$	108.00
soffit	cedar texture	4x8		8	\$60.00		\$	480.00
gaf	underlayment	mc.		1	\$90.00		\$	90.00
roof panel	steel	3x8		17	\$30.00		\$	510.00
rake flashing	gr2		120	12	\$35.00		\$	420.00
aux	**	er.	44.		\$800.00		\$	3,200.00
	7					sub total	\$	5,657.00
					setback	15%	\$	848.55
					tax	8.20%		\$533.4
					total			\$7,039.0



Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include terrorism, with the insurers as yet to be determined, for which the premium shall not exceed a rate of \$0.1333 per \$100.

Item Summary

The City purchases property insurance on behalf of Lubbock Power and Light (LP&L), the City's municipal electric utility, for its structures, contents, and equipment. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, for direct physical loss up to \$538,841,091, which is the estimated total value of all electric utility structures, contents, and equipment;
- Flood and earthquake coverage to include high hazard zones;
- All property and contents;
- Mobile equipment and vehicles;
- Boiler and machinery insurance coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear; and
- Business Interruption coverage.

The City, on behalf of LP&L, currently utilizes a layered coverage program including AIG, Argenta, Munich RE, Travelers, Lancashire, Amlin, Liberty, Arch, Munich, Convex, Alcor, and Chubb. Each carrier has a set deductible ranging from \$250,000 to \$5,000,000 deductible, per occurrence. The current rate for this coverage is \$0.6303 per \$100 valuation, and a premium of \$3,486,958.

The current year premium is a combination of property, business interruption and boiler and machinery coverage. The bundling of the property and boiler and machinery coverages affords the electric utility greater coverage and allows access to loss prevention services that include state inspections for the boilers, and infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

The City's broker is working to secure quotes for coverage to accommodate the LP&L business plan, which excludes electric production as of October 1, 2023, at a rate not to exceed \$0.1333 per \$100 valuation. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Carriers bind insurance coverage October 1, 2023, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available for review in the Risk Management Department.

Fiscal Impact

Funds are budgeted in the FY 2023-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

LP&L Property Resolution LP&L Property

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include Terrorism with insurers as yet to be determined, for which the premium amount shall not exceed a rate of .1333 per \$100.00; and

THAT the City Manager may associated with said insurance coverage.	execute	any	routine	documents	and	forms
Passed by the City Council this						<u> </u>
	TRAY	PAY	NE, MA	YOR		
ATTEST:						
Courtney Paz, City Secretary	*					
APPROVED AS TO CONTENT:						
D. Blu Kostelich, Chief Financial Officer						
APPROVED AS TO FORM:						
Jeff Hartsell, Deputy City Attorney						

RES.Risk Mgmt-LP&L Property Ins. September 6, 2023

9/5/2023

Lubbock Power & Light, the City of Lubbock's municipally owned electric utility							
Policy Year	2023-2024						
Description	Values:	Rates	Premium	Surplus Lines Tax & Fee			
Property Damage including Business Interruption	\$538,841,091	\$0,1114	\$600,000	\$29,550			
Standalone Terrorism Policy	\$538,841,091	\$0.0037	\$20,000	\$985			
Loss Control Services	Services provid	ed by AIG	\$0	\$0			
Placement Service Fee	Services provid	ed by NFP	\$65,000	\$2,600			
Annual Property Premium Including: Taxes/Fees/Additional Services/Terrorism	\$718,135						
All In Property Rate Per \$100 Insured		0.13339	%				

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of alley right-of-way located in Block 101, Original Town of Lubbock, Lubbock County, Texas, dedicated by map, plat and/or dedication deed recorded in Volume 5, Page 384 of the deed records of Lubbock County, Texas; and abandoning and closing three (3) overhead utility easements and three (3) underground utility easements also located in Block 101, Original Town of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close remaining portions of an alley and six utility easements located between Avenue K and Avenue L, and between 10th Street and Main Street, the Kimmel Center, within Block 101, Original Town of Lubbock. New easements will be granted with the replat as necessary, for any utilities which will be reconfigured or remain in place for the proposed development.

Portions of the alley were closed previously, leaving remnant pieces and reservations from previous closures. The closure fee due to the City of Lubbock is \$750, and this closure will accommodate plans for the Kimmel Center Redevelopment.

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

Fiscal Impact

\$750 in revenue to the General Fund

Staff/Board Recommending

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

Attachments

Ordinance - Block 101, Original Town of Lubbock Exhibit A Map - Block 101, Original Town of Lubbock

ORDINANCE NO.	

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 101, ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, DEDICATED BY MAP, PLAT AND/OR DEDICATION DEED RECORDED IN VOLUME 5, PAGE 384 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS; AND ABANDONING AND CLOSING THREE (3) OVERHEAD UTILITY EASEMENTS AND THREE (3) UNDERGROUND UTILITY EASEMENTS ALSO LOCATED IN BLOCK 101, ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

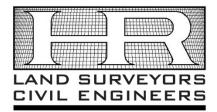
SECTION 3. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading the	his	day of	, 2023.
Passed by the City Council on second readin	g this	day of	, 2023.
	TRAY P	AYNE, MAYOR	
ATTEST:			
Courtney Paz, City Secretary			
APPROVED AS TO CONTENT:			
Michael Keenum, P.E., Division Director of	Engineer	ing/City Engineer	
APPROVED AS TO FORM:			
Amy L. Sims, City Attorney			

Ord.Easements & Right-of-Way, Block 101, Original Town 6.16.23



1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891 TEXAS REGISTERED ENGINEERING FIRM F-760 TEXAS LICENSED SURVEYING FIRM 100676-00

Exhibit "A"

METES AND BOUNDS DESCRIPTION of a 0.0057 acre tract of land being a remainder of a 20 foot alley as dedicated by plat recorded in Volume 5, Block 384 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Avenue "L", dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, for the Northwest corner of Lot 6, Block 101, Original Town of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and the Southwest corner of this tract;

THENCE North, along the East right-of-way line of said Avenue "L", a distance of 10.00 feet to a point for the Northwest corner of this tract;

THENCE East, a distance of 25.00 feet to a point for the Northeast corner of this tract;

THENCE South, a distance of 10.00 feet to a point for the Northeast corner of said Lot 6 and the Southeast corner of this tract;

THENCE West, along the Northern boundary of said Lot 6, a distance of 25.00 feet to the Point of Beginning.

Contains 250 square feet

Bearings relative to plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas.

December 14, 2021

Robert A. Christopher

Registered Professional Land Surveyor No. 5167

Licensed State Land Surveyor

State of Texas



OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK Y

THAT Florelle Bentley, a widow, Frances Maxwell joined herein by her husband Richard Maxwell, and Lesey Russell joined herein by her husband J. Caro Russell, for and in consideration of the sum of ONE DOLLAR (\$1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

Tract 1: BEGINNING at the North west corner of Lot 11, Block 101, Original Town Addition, City of Lubbock, Lubbock County, Texas:

THENCE South along the West line of said Lot 11;

THENCE to the Southwest corner of said Lot 11;

THENCE West 20 feet;

THENCE North along the East line of Lot 10 of said Block 101 to the Northeast corner of said Lot 10;

THENCE East 20 feet to the POINT OF BEGINNING.

Tract 2: BEGINNING at the Northeast corner of Lot 15, Block 101, Original Town Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West along the North lines of Blocks 15, 14, 13, 12 and 11 to the Northwest corner of Lot 11, said Block 101;

THENCE North 20 feet;

THENCE East along the South line of Lot 16 of said Block 101 to the Southeast corner of said Lot 16;

THENCE South 20 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed overhead.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter

franchised or authorized by the City of Lubbock to use the City streets and alleys, together wit the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

Hoselle Decitly

TO PARTIAL

SK

THE STATE OF TEXAS I COUNTY OF TAYLOR BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Florelle Bentley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 th day of Main 1963. (SEAL) THE STATE OF TEXAS X COUNTY OF TAYLOR BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared Richard Maxwell and his wife, Frances Maxwell both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Frances Maxwell wife of the said Richard Maxwell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frances Maxwell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of //ac (SEAL) THE STATE OF TEXAS X COUNTY OF TAYLOR BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared J. Caro Russell and Lesey Russell his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lesey Russell wife of the said J. Caro Russell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lesey Russell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration the rein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 1963. (SEAL) Notary Public, Taylo Taylor County, Approved JOHN L. SCOTT R.O.W. Engr. & Agent FILED FOR RECORD Standard March E

UNDERGROUND UTILITY EASEMENT

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK X

THAT Florelle Bentley, a widow, Frances Maxwell joined herein by her husband Richard Maxwell, and Lesey Russell joined herein by her husband J. Caro Russell, for and in consideration of the sum of ONE DOLLAR (\$1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passage-way which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

Tract 1: BEGINNING at the Northwest corner of Lot 11, Block 101, Original Town Addition, City of Lubbock, Lubbock County, Texas;

THENCE South along the West line of said Lot 11;

THENCE to the Southwest corner of said Lot 11;

THENCE West 20 feet;

THENCE North along the East line of Lot 10 of said Block 101 to the Northeast corner of said Lot 10;

THENCE East 20 feet to the POINT OF BEGINNING.

Tract 2: BEGINNING at the Northeast corner of Lot 15, Block 101, Original Town Addition to the City of Lubbock, Lubbock County, Texas:

THENCE West along the North lines of Blocks 15, 14, 13, 12 and 11 to the Northwest corner of Lot 11, said Block 101;

THENCE North 20 feet;

THENCE East along the South line of Lot 16 of said Block 101 to the Southeast corner of said Lot 16;

THENCE South 20 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets, and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and used herein stated, forever.

IN WITNESS WHEREOF, these presents have been executed this day of hay, A.D. 1963.

FLORELLE BENTLEY

Frances Maxwell FRANCES MAXWELL

var SAU m

LESEY RUSSELL

J. CARO RUSSELL

Richard Maywell RICHARD MAXWELL

THE STATE OF TEXAS X COUNTY OF TAYLOR Y

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1963.

1-th day of May

(SEAL)

Notary Public, Taylor County, Texas.

THE STATE OF TEXAS X COUNTY OF TAYLOR X

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared Richard Maxwell and his wife, Frances Maxwell both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Frances Maxwell wife of the said Richard Maxwell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frances Maxwell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of

1963.

(SEAL)

Notary Public, Taylor County, Texas.

THE STATE OF TEXAS X COUNTY OF TAYLOR X

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared J. Caro Russell and Lesey Russell his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lesey Russell wife of the said J. Caro Russell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lesey Russell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this Hay of May

(SEAL)

Approved

JOHN L. SCOTT

R.O.W. Engr. & Agent

Notary Public, Taylor County, Texas.

TO S-7-63

UNDERGROUND UTILITY EASEMENT
FLORELLE BENTLEY, ET AL
TO
OLITY OF LUBBOOK

OLITY OF LUBBOOK

1.00 M

2.00 M

City Mills

City Mi



OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK ▶

THAT Florelle Bentley, a widow, Frances Maxwell and Lesey Russell who are not joined herein by their husbands for the reason that the below described property is their separate property, for and in consideration of the sum of ONE DOLLAR AND NO/100 (\$1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for and and all purposes, with the free ingress, egress and regress for such purposes, in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

> A portion of the abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as

> BEGINNING at the Northwest corner of Lot 20, said Block 101, Original Town;

THENCE West 10.0 feet to a point;

THENCE South 140.0 feet to a point;

THENCE West 60.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 9, said Block 101, Original Town;

THENCE East 70.0 feet to a point, said point being the Northwest corner of Lot 11, said Block 101, Original Town;

THENCE North 150.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed overhead.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City Streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

WITNESS our handsat Lubbock, Texas this 15th day of October. 19 63.

LIDSDY RUSSELL

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

day of October, 1963.

(SEAL)

Lea alexander LEA ALEXANDER Notary Public, Taylor County, Texas

THE STATE OF TEXAS (COUNTY OF TAYLOR (

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

day of Ctour , 1963.

(SEAL)

Lea ALEXANDER Notary Public, Taylor County, Texas

THE STATE OF TEXAS OCCUPATION OF TAYLOR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th

CATA STANDARD (SEAL)

Lea Mujarder LEA ALEXANDER Notary Public, Taylor County, Texas

LE BENTLEY BT AI TO OF LUBECCK FILED FOR RECORD

County Clerk, Lubbana County, Toxes

lot Morenson



UNDERGROUND UTILITY EASEMENT

THE STATE OF TEXAS !

COUNTY OF LUBBOCK !

THAT Florelle Bentley, a widow, Frances Maxwell and Lesey Russell who are not joined herein by their husbands for the reason that the below described property is their seperate property, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passageway which includes, but is not limited to the right to construct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

A portion of the abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northwest corner of Lot 20, said Block 101, Original Town;

THENCE West 10.0 feet to a point;

THENCE South 140.0 feet to a point;

THENCE West 60.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 9, said Block 101, Original Town;

THENCE East 70.0 feet to a point, said point being the Northwest corner of Lot 11, said Block 101, Original Town;

THENCE North 150.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

WITNESS our hands at Lubbock, Texas this LESEY RUSSELL THE STATE OF TEXAS (COUNTY OF TAYLOR X BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Florelle Bentley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of Ottoler, 1963. La Alexander

Notary Public, Taylor County, Texas LEA ALEXAND (SEAL) THE STATE OF TEXAS X COUNTY OF TAYLOR (BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Frances Maxwell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of Ottober, 1963. Lea Olyander LEA ALEXANDER otary Public, Taylor County, Texas. (SEAL) THE STATE OF TEXAS (COUNTY OF TAYLOR X BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Lesey Russell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of October, Kea Wejander LEA ALEXANDER Notary Public, Taylor County, Texas. (SEAL) FREO FOR RECORD

day of October

FROM

Plains National Bank of Lubbock

TO

E. Jennings, Inc.

FOR FILED

A. D. 19.

Clerk County

EO an constall

Abstract & TitleCompany

UNDERGROUND UTILITY EASEMENT

THE STATE OF TEXAS !

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK I

THAT Mid-Continent Management Corporation, a Texas Corporation, acting herein by and through its heretofore duly authorized officers, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CON-VEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passageway which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

A portion of abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northeast corner of Lot 1, said Block 101, Original Town;

THENCE South 130.0 feet to a point, said point being the Southeast corner of Lot 5, said Block 101, Original Town;

THENCE West 125.0 feet to a point, said point being the Southwest corner of Lot 5, said Block 101, Original Town;

THENCE South 10.0 feet to a point;

THENCE East 25.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 7, said Block 101, Original Town;

THENCE East 50.0 feet to a point, said point being the Northeast corner of Lot 8, said Block 101, Original Town;

THENCE North 10.0 feet to a point; y



THENCE East 60.0 feet to a point;

THENCE North 140.0 feet to a point;

THENCE West 10.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

WITNESS my hand at Lubbock, Texas this 30th day of Ontaker 1963.

MID-CONTINENT MANAGEMENT CORP.

BY: (Current) Fractiont

ATTEST:

Harvey J. Brewington, Secretary

THE STATE OF TEXAS |

COUNTY OF LUBBOCK |

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Murrell R. Tripp, President of Mid-Continent Management Corporation, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Mid-Continent Management Corporation, a corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

day of Octaber , 1963.

(SEAL)

(SEAL)

Notary Public, Lubbock County, Texas

ECOSIONE, 12864
INDEXED 10/30/63
COMPARE 10/30/63
EASEMENT
TO
TO
CITY OF LUBBOCK

FILED FOR RECORD

JUN 8 3 13 R 64

Divinity Clark, bandrock General, Tenan

h 163 cm Sat Macanan Ciri Sasi

BEFORE ME, the undersigned authority, a Notary Public in and for Lubbock County, Texas, on this day personally appeared <u>William Pitstick</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

, A.D. 19 64 .

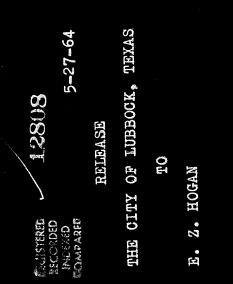
27th

day of

(SEAL)

Lubbbok County, Texas

MARION LOVELACE Notary Public Lubbock County, Texas



JUN 8 10 37 A 64

MANUAL Africa Recommend

County Clerk, Lubbook County, Texas

OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK I

THAT Mid-Continent Management Corporation, a Texas Corporation, acting herein by and through its heretofore duly authorized officers, for and in consideration of the sum of ONE DOLLAR AND NO/100 (\$1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes, in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

A portion of abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northeast corner of Lot 1, said Block 101, Original Town;

THENCE South 130.0 feet to a point, said point being the Southeast corner of Lot 5, said Block 101, Original Town;

THENCE West 125.0 feet to a point, said point being the Southwest corner of Lot 5, said Block 101, Original Town;

THENCE South 10.0 feet to a point;

THENCE East 25.0 feet to a point;

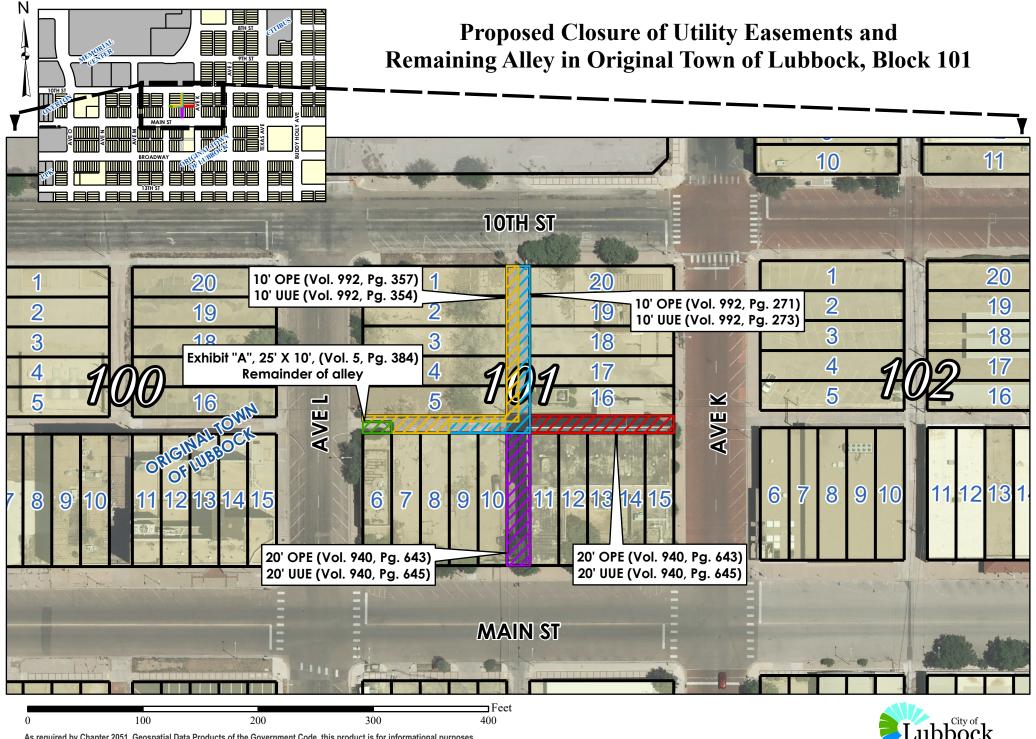
THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 7, said Block 101, Original Town;

THENCE East 50.0 feet to a point, said point being the Northeast corner of Lot 8, said Block 101, Original Town;

THENCE North 10.0 feet to a point;



voi 992 Mas 35





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 Street and Public Use Dedication Deed, and all related documents, from South Plains Electric Cooperative, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, as described under County Clerk File No. 2016011116 of the Official Public Records of Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities, and other public purposes.

Item Summary

South Plains Electric Cooperative is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 98th Street Capital Improvements Bond Project on the north side of 98th Street between Upland Avenue and Viola Avenue.

The proponents will dedicate 14,575 square feet of land for street right-of-way purpose, for the total consideration of \$104,916.58, as valued in appraisal reports by Atrium Real Estate Services, subject to final approval by the City Council and approval of the title.

Fiscal Impact

The total cost of the land acquisition is \$104,916.58 with the purchase price of \$103,599.00 and the closing cost of \$1,317.58, This acquisition is funded in Capital Improvements Project 92811, 98th Street: Alcove Avenue to Upland Avenue – 22B.

Staff/Board Recommending

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

Attachments

Resolution 98th St. Parcel 48 Street Dedication Deed CIP Spreadsheet Budget Detail

RESOLUTION

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

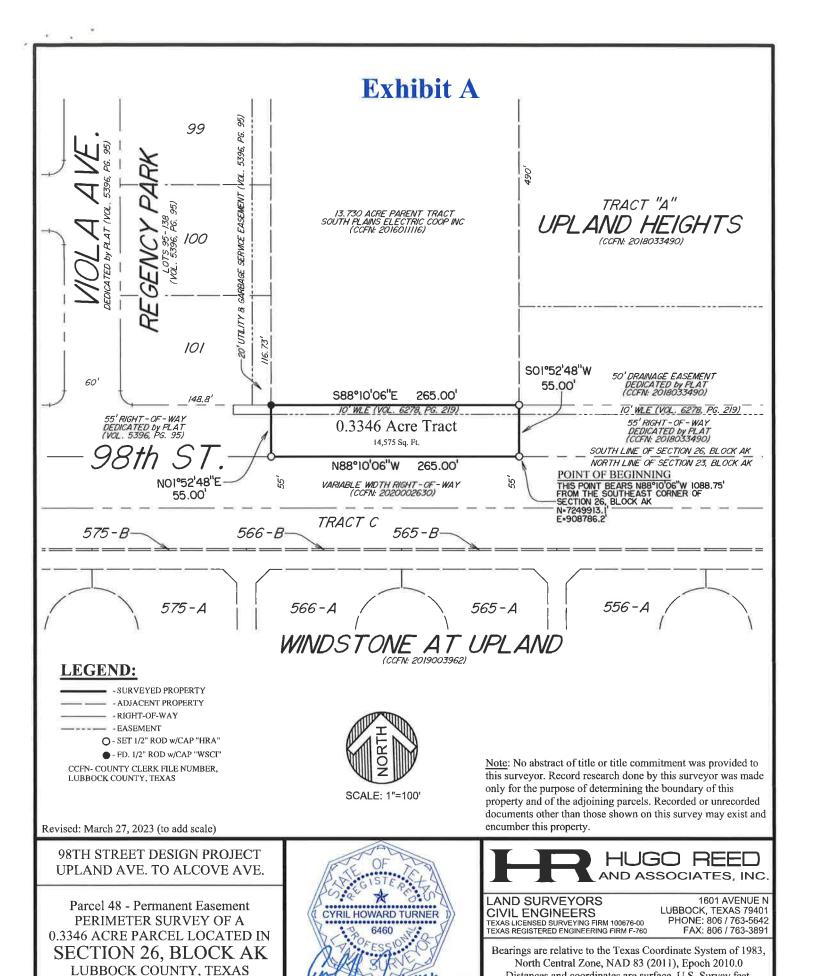
THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Street and Public Use Dedication Deed in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, as described under County Clerk File Number 2016011116 of the Official Public Records of Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities and other public purposes, and all related documents. Said Street and Public Use Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council o	on
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Michael & Kunum	
Michael Keenum, P.E., Division Director of	f Engineering/City Engineer
APPROVED AS TO FORM:	
Q25	
Amy I Sims, Deputy City Attorney	

RES. Dedication Deed- Section 26, Block AK- 98th St

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK	§	KNOW ALL MEN BY THESE PRESENTS:
Corporation, herein called "Grantor," for a DOLLARS (\$10.00) and other good and LUBBOCK, TEXAS, a Home Rule Mun	and in covaluable icipal Co	cooperative, INC., a Texas Nonprofit insideration of the sum of TEN AND NO/100 consideration, to it in hand by the CITY OF proporation, does hereby dedicate to the public infollowing described tract of land situated in libed in the attached Exhibit "A."
		cribed premises, together with all singular the ing unto the said public forever so long as said
WITNESS MY HAND this 24L	day o	f August 2023.
		By: Dale Ancel Title: Executive VP + General Manage
THE STATE OF TEXAS	& & &	
COUNTY OF LUBBOCK	§	
on this day personally Dale Ancell of SOUTH PLAINS ELECTRIC COOknown to me to be the person whose me to be the person whos	, in his OPERAT name is	Notary Public in and for said County, Texas, sher capasity as Executive VP + General Manager IVE, INC., a Texas Nonprofit Corporation, subscribed to the foregoing instrument and e for the purposes and consideration therein
GIVEN UNDER MY HAND AND 2023		OF OFFICE on the 241 day of
JAMEY L PHILLIPS Notary Public, State of Texas Comm Expires 04-27-2025 Netary ID 10021157		NOTARY PUBLIC, STATE OF TEXAS My Commission Expires: 4-27-25



Surveyed on the ground

March 20, 2023

Cyril H. Turner, Registered Professional

Land Surveyor No. 6460 State of Texas

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Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.0002485

DESCRIPTION FOR PARCEL 48

METES AND BOUNDS DESCRIPTION of a 0.3346 acre tract, being a portion of a 13.730 acre tract located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File No. 2016011116 of the Official Public Records of Lubbock County, Texas, said 0.3346 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set (N=7249913.1', E=908786.2') in the South line of said Section 26, which bears N. 88°10'06" W. a distance of 1,088.75 feet from the Southeast corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 88°10'06" W., along the South line of said Section 26, a distance of 265.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of this tract;

THENCE N. 01°52'48" E. a distance of 55.00 feet to a 1/2" iron rod with cap marked "WSCI" found at the Southeast corner of Lot 101, Regency Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5396, Page 95, Official Real Property Records of Lubbock County, Texas, and the Northwest corner of this tract;

THENCE S. 88°10'06" E. a distance of 265.00 feet to a 1/2" iron rod with cap marked "HRA" set at the Southwest corner of Tract "A", Upland Heights, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2018033490 of the Official Public Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°52'48" W. a distance of 55.00 feet to the Point of Beginning.

Contains: 0.3346 acres (14,575 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Revised: March 27, 2023 (parcel name, add scale to page 1)

98TH STREET DESIGN PROJECT UPLAND AVE. TO ALCOVE AVE.

Parcel 48 - Permanent Easement
PERIMETER SURVEY OF A
0.3346 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground March 20, 2023



LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

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

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Page 2 of 2

98th STREET (UPLAND AVENUE TO ALCOVE) PROJECT (Owner Acknowledgment)

Date:	Aug 24, 2023	

Parcel No: 48

Abbreviated Legal Description: A 0.3346 acre tract of land, being a portion of a 13.373 acre tract

located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File Number (CCFN) 2016011116 of the Official Public

Records of Lubbock County, Texas (OPRLCT)

Owner: SOUTH PLAINS ELECTRIC COOPERATIVE, INC., a Texas Electric

Cooperative Corporation

Dale Ancell, Executive Vice President and General Manager

4727 S. Loop 289, Suite 200

Lubbock, Texas 79424

(806) 775-7854 – Jamey Phillips (office)

jphillips@SPEC.coop - email

Current Lienholder: National Rural Utilities Cooperative Finance Corporation

Tenant: None

Document Type: Street & Public Use Dedication Deed

Consideration: \$103,599.00 total consideration subject to final approval by the City of

Lubbock's City Council and further subject to approval of title.

Owner confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;

2. Right of Entry Agreement signed by Owner;

- 3. Initial Offer letter dated June 16, 2023 from BIGBEE & CURTIS, LLP, representing the City of Lubbock;
- 4. Appraisal Report and Review Appraisal for Parcel No. 48 by Atrium Real Estate Services; and
- 5. Survey Plat and Legal Description of Parcel No. 48 by Hugo Reed & Associates, Inc.

Closing Agent:

Lubbock Abstract & Title Company

1216 Texas Avenue Lubbock, Texas 79401

Concurrence:

By: Dale Ancell, executive Vice President and

General Manager

PARTIAL RELEASE

WHEREAS, the Corporation, to evidence loans made to the Corporation by CFC, has executed certain mortgage notes (hereinafter collectively called the "Notes"), all payable to the order of CFC; and

WHEREAS, the Corporation, to secure the Notes, has executed and delivered the following instruments to CFC (hereinafter collectively called the "Security Instruments"):

Instrument Dated as of

Restated Mortgage and Security Agreement September 21, 2021

WHEREAS, the indebtedness evidenced by the Notes is the only indebtedness as of the date hereof secured by the Security Instruments; and

WHEREAS, the Corporation has requested that certain property hereinafter described be released from the liens of the Security Instruments;

NOW, THEREFORE, THESE PRESENTS WITNESSETH that, in consideration of the sum of One Dollar in hand paid by the Corporation to CFC at the time of the delivery of these presents, the receipt whereof is hereby acknowledged, CFC does hereby release and discharge unto the Corporation, its successors and assigns, all right, title, interest, claim or demand whatsoever which CFC may have acquired by or through the Security Instruments, or any of them, in and to the following described property, and does hereby quitclaim said property unto the Corporation, its successors and assigns forever:

A 0.3346 acre tract of land, being a portion of a 13.373 acre tract located in Section 26, Block AK, Lubbock County, Texas described under County Clerk File Number (CCFN 2016011116 of the Official Public Records, Lubbock County, Texas more specifically described in Exhibit A attached hereto.

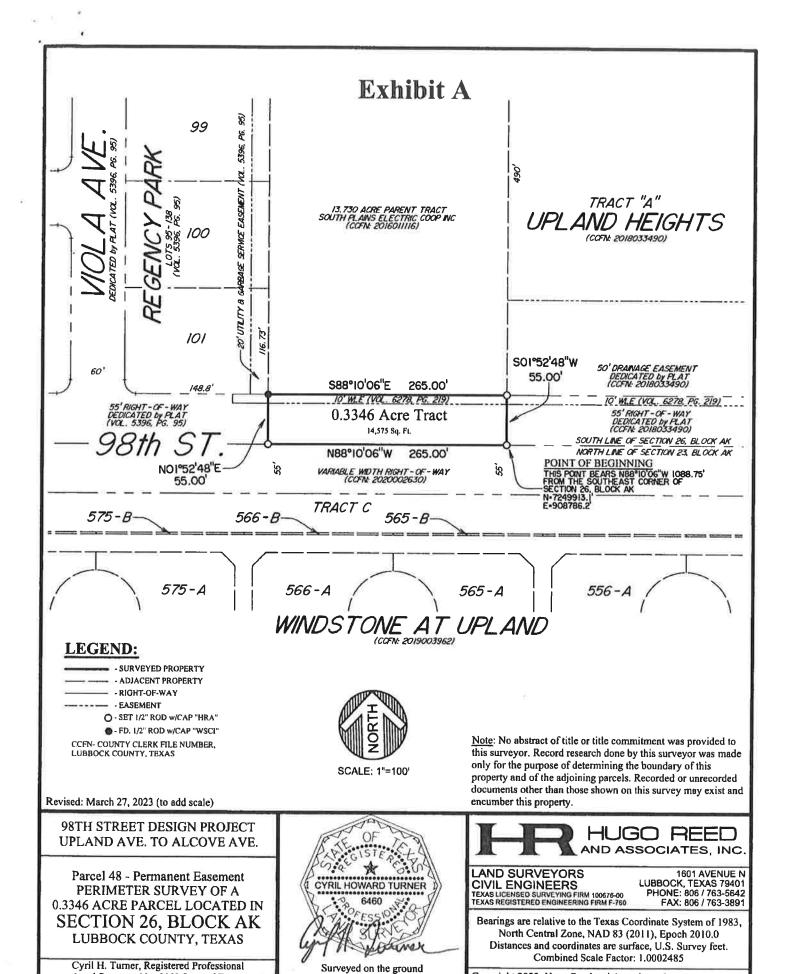
TO HAVE AND TO HOLD said property unto the Corporation, its successors and assigns forever, free, clear and discharged of and from any and all liens and claims of CFC under and by virtue of any or all the Security Instruments.

THIS RELEASE is made by CFC and accepted by the Corporation on the express condition that it shall not in any way affect or impair the liens and security of the Security Instruments, or any of them, upon other premises and properties now made and accepted without covenant or warranty, express or implied, at law or in equity, and without recourse to CFC, in any event or in any contingency.

IN WITNESS WHEREOF, CFC has caused this instrument to be duly executed in its behalf, all as of the day and year first above written.

> **NATIONAL RURAL UTILITIES** COOPERATIVE FINANCE CORPORATION. Agricultural Federal

for itself and as Master Servicer under one or more servicing agreements on behalf of the Mortgage Corporation. it Secretary-Treasurer Matt Augustosky COMMONWEALTH OF VIRGINIA SS **COUNTY OF LOUDOUN** The foregoing instrument was acknowledged before me this Matt Augustosky , Assistant Secretary-Treasurer of NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a District of Columbia cooperative association, on behalf of the association. LARRY WILSON HOLLAND 2ND Notary Public Commonwealth of Virginia Registration No. 7733103 My Commission Expires Jun 30, 2025 **Notary Seal** Notary registration number: My commission expires:



March 20, 2023

Land Surveyor No. 6460 State of Texas

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DESCRIPTION FOR PARCEL 48

METES AND BOUNDS DESCRIPTION of a 0.3346 acre tract, being a portion of a 13.730 acre tract located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File No. 2016011116 of the Official Public Records of Lubbock County, Texas, said 0.3346 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set (N=7249913.1', E=908786.2') in the South line of said Section 26, which bears N. 88°10'06" W. a distance of 1,088.75 feet from the Southeast corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 88°10'06" W., along the South line of said Section 26, a distance of 265.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of this tract;

THENCE N. 01°52'48" E. a distance of 55.00 feet to a 1/2" iron rod with cap marked "WSCI" found at the Southeast corner of Lot 101, Regency Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5396, Page 95, Official Real Property Records of Lubbock County, Texas, and the Northwest corner of this tract;

THENCE S. 88°10'06" E. a distance of 265.00 feet to a 1/2" iron rod with cap marked "HRA" set at the Southwest corner of Tract "A", Upland Heights, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2018033490 of the Official Public Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°52'48" W. a distance of 55.00 feet to the Point of Beginning.

Contains: 0.3346 acres (14,575 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Revised: March 27, 2023 (parcel name, add scale to page 1)

98TH STREET DESIGN PROJECT UPLAND AVE. TO ALCOVE AVE.

Parcel 48 - Permanent Easement PERIMETER SURVEY OF A 0.3346 ACRE PARCEL LOCATED IN SECTION 26, BLOCK AK LUBBOCK COUNTY, TEXAS

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



March 20, 2023

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS 1601 AVENUE N

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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

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

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Page 2 of 2

City of Lubbock Capital Project Project Cost Detail September 12, 2023

92811
98th Street: Alcove to Upland - 22B
Budget
\$989,200
12,837
104,917
1,106,953
10,893,047
\$12,000,000

Project Scope

98th Street from Alcove Avenue to Upland Avenue is currently unpaved and is designated in the 2018 Thoroughfare Master Plan to become a seven-lane principal arterial roadway. Continued growth in southwest Lubbock has increased traffic demands along the west 98th street corridor from Alcove Avenue to Upland Avenue, a roadway that is currently unpaved with portions in a flood zone. Safety concerns necessitate the construction of an all-weather paved roadway, raised above the flood plain; the new roadway will be constructed to a three lane multimodal roadway with drainage structures in the seven lane ultimate configuration. The design will include the ultimate design of seven-lane arterial, intersection improvements, drainage solutions, utility adjustment and right of way acquisition services with the City of Lubbock constructing three lanes.

Project Justification

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.

Project Dates

Design Start Date: 12/2022
Design Completion: 12/2023
Bid for Construction: 12/2023
Award Construction: 02/2024
Project Completion: 08/2025

Project Highlights

Council Priorities Addressed: Public Safety Community Improvement Growth and Development

Project History

Project Location

Project Appropriations

P Works 92811

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

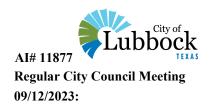
P Works 92811

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

92811

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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 Street and Public Use Dedication Deed, and all related documents, from Double W Development, LLC, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Street Project.

Item Summary

Double W Development, LLC is dedicating right-of-way to the City of Lubbock, to be utilized for roadway improvements on the Upland Avenue Capital Improvements Project, on the west side of Upland Avenue between 83rd Street and 87th Street.

The proponents will dedicate 2,118 square feet of land for street right-of-way purpose, for the total consideration of \$17,267, as valued in appraisal reports by Cantrell Appraisal dated April 12, 2022, subject to final approval by the City Council and approval of the title.

Fiscal Impact

The total cost of the land acquisition is \$17,267 plus closing costs, and is funded in Capital Improvements Project 92649, Upland Avenue 82nd Street to 98th Street.

Staff/Board Recommending

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

Attachments

Resolution - Parcel 121 and 121A, Upland Ave Street and Public Use Dedication Deed - Parcel 121 and 121A, Upland Ave GIS Council Map - Parcel 121 and 121A, Upland Ave CIP Spreadsheet Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) Street and Public Use Dedication Deed in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Street Project, and all related documents. Said Deeds are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on	
TRAY PAYNE, MAYOR	
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Michael Keenum, P.E., Division Director of Engineering/City Engineer	
APPROVED AS TO FORM:	
Amy L. Sims, Deputy City Attorney	

RES. Street and ROW Deeds- Parcel 121 and 121-A

08.11.23

STREET AND PUBLIC USE DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

§

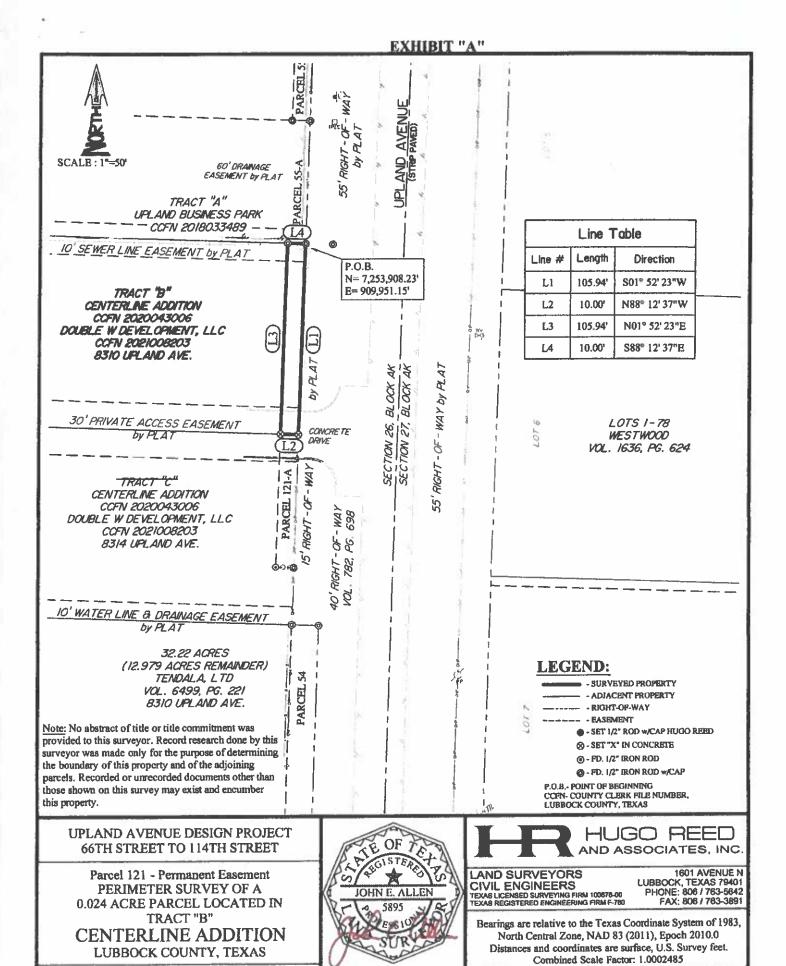
THE STATE OF TEXAS

COUNTY OF LUBBOCK	§
herein called "Grantor", for and in DOLLARS and other good and val LUBBOCK, TEXAS, a Home Rule for public use forever and for street	LOPMENT, LLC, a Texas Limited Liability Company, consideration of the sum of TEN AND NO/100 (\$10.00) hable consideration, to it in hand paid by the CITY OF Municipal Corporation, does hereby dedicate to the public purposes, the following described tract of land situated in ticularly described in the attached Exhibit "A".
	this above described premises, together with all and singular in anywise belonging unto the said public forever so long as poses.
WITNESS MY HAND this	9" day of <u>Joly</u> , 2023.
	Double W Development, LLC
	By: Printed Name: Daniel R. Wetzel
	Title: Manager
THE STATE OF TEXAS	§
COUNTY OF LUBBOCK	§
on this day personally appeared Dar Development, LLC, a Texas Limited name is subscribed to the foregoing	d authority, a Notary Public in and for said County, Texas, niel R. Wetzel, in his capacity as Manager of Double W Liability Company, known to me to be the person whose instrument and acknowledged to me that he executed the on therein expressed and in the capacity therein stated.
GIVEN LINDED MY HA	ND AND SEAL OF OFFICE this

2023.

Notary Public in and for the State of Texas

My Commission Expires: 4



Surveyed on the ground.

December 21, 2021

John E. Allen, Registered Professional Land Surveyor No.5895

State of Texas

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DESCRIPTION FOR PARCEL 121

METES AND BOUNDS DESCRIPTION of a 0.024 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of Tract "B", Centerline Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number (CCFN) 2020043006, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap (N=7,253,908.23', E=909,951.15') found at the Northeast corner of said Tract "B", Centerline Addition, and at the Southeast corner of Tract "A", Upland Business Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in CCFN 2018033489, OPRLCT, and at the Southwest corner of a 55.00 foot Right-of-Way dedicated with said Tract "A", Upland Business Park and at the Northwest corner of a 55.00 foot Right-of-Way dedicated with said Tract "B", Centerline Addition, which bears S.01° 52' 23" W. a distance of 1253.01 feet and N. 88° 12' 37" W. a distance of 55.00 feet from the Northeast corner of said Section 26, Block AK, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W. along the East line of said Tract "B", Centerline Addition, and said West line of said 55.00 foot Right-of-Way a distance of 105.94 feet to an 'X' cut in concrete for the Southeast corner of said Tract "B", Centerline Addition, and for the Northeast corner of Tract "C", Centerline Addition, for the Southeast corner of this parcel;

THENCE N. 88° 12' 37" W. along the common line of said Tracts "B" and "C", Centerline Addition, a distance of 10.00 feet to and 'X' cut in concrete for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 10.00 feet from said East line of said Tract "B", Centerline Addition, a distance of 105.94 feet to 1/2" iron rod with cap found in the North line of said Tract "B", Centerline Addition, and in the South line of said Tract "A", Upland Business Park, for the Northwest corner of this parcel;

THENCE S. 88° 12' 37" E. along the common line of said Tract "B", Centerline Addition and said Tract "A", Upland Business Park, a distance of 10.00 feet to the Point of Beginning. Containing 0.024 acre (1059 sq. ft.) of land, more or less.

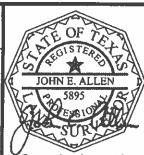
UPLAND AVENUE DESIGN PROJECT 66TH STREET TO 114TH STREET

Parcel 121 - Permanent Easement
PERIMETER SURVEY OF A
0.024 ACRE PARCEL LOCATED IN
TRACT "B"
CENTERLINE ADDITION

CENTERLINE ADDITION LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895

State of Texas



Surveyed on the ground. December 21, 2021 HUGO REED AND ASSOCIATES, INC.

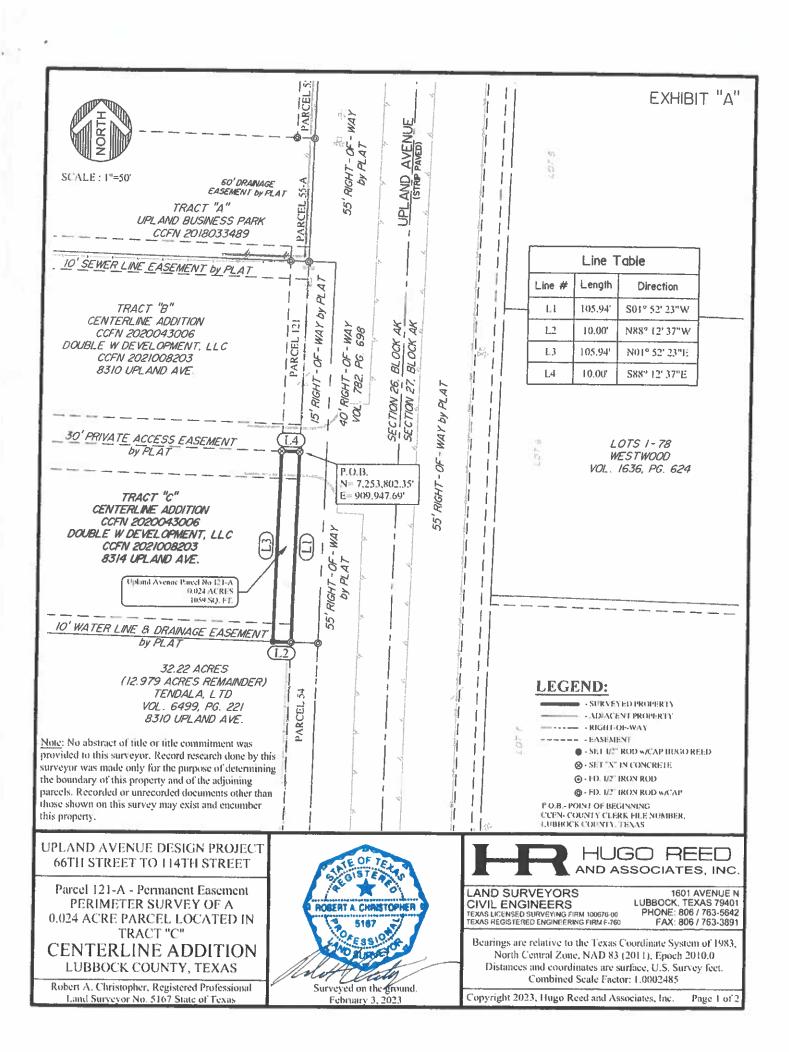
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

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

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Page 2 of 2



DESCRIPTION FOR PARCEL 121-A

METES AND BOUNDS DESCRIPTION of a 0.024 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of Tract "C", Centerline Addition, an addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number (CCFN) 2020043006, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at an 'X' chiseled in concrete (N=7,253,802.35', E=909,947.69') found in the West right-of-way line of Upland Avenue, at the Southeast Corner of Tract "B", said Centerline Addition, which bears S.01° 52' 23" W. a distance of 1358.98 feet and N. 88° 12' 37" W. a distance of 55.00 feet from the Northeast corner of said Section 26, Block AK, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W., along said right-of-way line and the East line of said Tract "C", a distance of 105.94 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the Southeast corner of this parcel;

THENCE N. 88° 12' 37" W., along the South line of said Tract C and the North line of that 32.22 acre tract described in Volume 6499, Page 221, Real Property Records of Lubbock County, Texas, a distance of 10.00 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. a distance of 105.94 feet to an 'X' chiseled in concrete found in the South line of said Tract "B" for the Northwest corner of this parcel;

THENCE S. 88° 12' 37" E. along the South line of said Tract "B" a distance of 10.00 feet to the Point of Beginning.

Containing 0.024 acre (1059 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT 66TH STREET TO 114TH STREET

Parcel 121-A - Permanent Easement PERIMETER SURVEY OF A 0.024 ACRE PARCEL LOCATED IN TRACT "C"

CENTERLINE ADDITION LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground. February 3, 2023



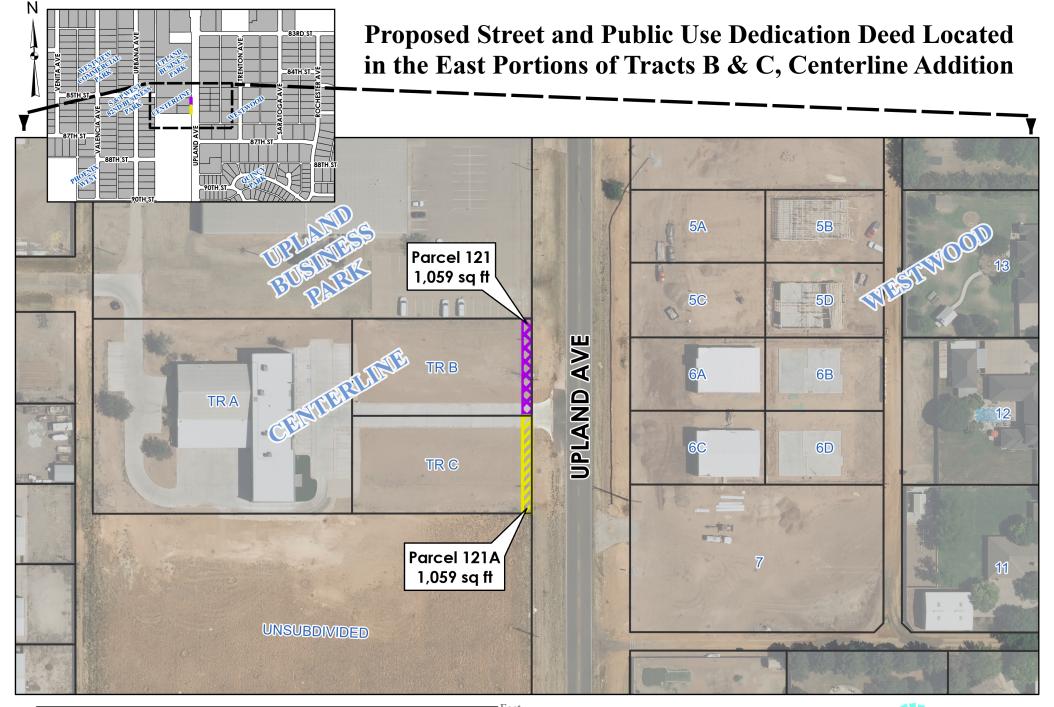
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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

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

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Page 2 of 2



500



300

200

100

City of Lubbock Capital Project Project Cost Detail September 12, 2023

Capital Project Number:	92649
Capital Project Name:	Upland Avenue 82nd Street to 98th Street
Encumbered/Expended	Budget
Kimley Horn Contract 14034 Amendment 1	\$523,785
ROW Acqusition Segment 2	450,944
Engineering Operations	5,124
Agenda Item September 12, 2023	
ROW Acqusition Parcel 121, 121-A	17,267
Encumbered/Expended To Date	997,120
Estimated Cost for Remaining Appropriation	
Construction	752,880
Remaining Appropriation	752,880
Total Appropriation	\$1,750,000

Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a (5-lane) modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure.

Project Justification

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

This project will have MPO participation for construction.

Project Dates

Bid Date - Design: 6/4/2018 Award Date for Bid - Design: 7/4/2018 Project Start Date - Design: 8/23/2018 Project End Date - Design: 4/24/2023 Bid Date - Construction: TBD Award Date for Bid - Construction: TBD Project Start Date - Construction: TBD

Project End Date - Construction: TBD

Project Location

Project Highlights

Council Priorities Addressed: Growth and Development, Public Safety, Community Improvement

Project History

This roadway received the minimal County strip paving many years ago and is currently experiencing more traffic that what the roadway was designed to carry.

\$750,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-00129, October 1, 2019. \$1,000,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

Project Appropriations

P Works 92649

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$1,000,000	\$0	\$12,000,000	\$0	\$0	\$0	\$0
TOTAL	\$1,750,000	\$0	\$12,000,000	\$0	\$0	\$0	\$0

Project Funding

PW 92649

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund Cash	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
General Fund CO Bonds	\$750,000	\$0	\$12,000,000	\$0	\$0	\$0	\$0
TOTAL	\$1,750,000	\$0	\$12,000,000	\$0	\$0	\$0	\$0

Operating Budget Impacts

92649

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 16917, by and between the City of Lubbock and Lone Star Dirt and Paving, Ltd., for Erskine Street Reconstruction Projects.

Item Summary

The City of Lubbock continues to strive to meet the transportation needs of its citizens. It is important that the City of Lubbock continue to anticipate the infrastructure needs for a growing population, in order to provide a safe and effective transportation system. Erskine Street needs to be widened to accommodate an increase in traffic, due to continued growth of the Frenship School district, as well as directly serving the North West Police Substation and Fire Station 4.

This roadway is designated in the 2018 Thoroughfare Master Plan to become a modified principal arterial. Erskine Street will be built as a concrete 5-lane multi-modal roadway with the Milwaukee Avenue and Erskine Street Intersection to be built to interim 3-lane conditions. This intersection will be built to ultimate conditions, with the upcoming Milwaukee Avenue from 4th Street to North City Limits Bond Project.

Change Order No. 1 to Contract 16917 includes additional bid tab items for the construction of a new water line to improve water system reliability, and to prevent homeowners from being without water during this construction. This also includes the construction of guardrail and additional concrete riprap along the side of a large drainage channel to prevent erosion and improve the safety of citizens that drive alongside the channel.

Fiscal Impact

Change Order No. 2 for \$177,486.50, is funded in Capital Improvements Project 92713, Erskine Street.

Staff/Board Recommending

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

Attachments

Resolution
Change Order No.1
Original Contract
Location Exhibit
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, Change Order No. 01 to that certain Contract No. 16917 by and between the City of Lubbock and Lone Star Dirt and Paving, for the Erskine Street reconstruction project as per RFP 23-16917-TF, and related documents. Said Change Order No. 01 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.

included in the minutes of the City Council	•	
Passed by the City Council on		
	TRAY PAYNE, MAYOR	
ATTEST:		
Courtney Paz, City Secretary		
APPROVED AS TO CONTENT:		
ATTROVED AS TO CONTENT.		
el 2		
Erik Rejino, Assistant City Manager		
A DDD OVED A G TO DODA (
APPROVED AS TO FORM:		
Ulli Kunire		
Kelli Leisure, Senior Assistant City Attorne	ey	

ccdocs/RES.ChgOrd#1-Contract 16917 Erskine st 8.21.23

Office of Purchasing and Contract Management **Change Order**

Contract No: 16917	Contractor: Lone Star Dirt and Paving
Change Order No: 1	Contract Title: Erskine St. Reconstruction
Bid/RFP No: 23-16917-TF	Project No: 92713.9240.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the

specifications and drawings of the project (attached additional pages is necessary:

Change Order 01 to Contract 16917 includes the installation of approximately 530 LF of 4" PVC to provide better operation and redundancy of a residential water system. Change Order 01 also includes drainage channel improvements that will reduce future erosion, sprinkler repairs where the roadway expansion impacts homeowner sprinkler systems, and the installation of a guardrail fence for citizen and staff safety along the side of the channel. This change order will result in an additional \$177,486.50 to the contract amount and an additional 23 days of construction time.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT	
A.	ORIGINAL CONTRACT VALUE:		\$ 8,708,557.80	
B.	AMOUNT OF THIS CHANGE ORDER	: Note: Council approval required if (+/-) \$50,000	\$ 177,486.50	
	COST CENTER: 4545	ACCOUNT: 92713.9240.30000	ENGLISHED ET SESSEN SELLING SESSEN	
C.	PERCENT OF CONTRACT VALUE TO	HIS CHANGE ORDER (B/A)	received the second at the 2.	2.0%
D.	AMOUNT OF PREVIOUS CHANGE O	RDERS:	\$0	
E.	TOTAL AMOUNT OF ALL CHANGE		\$177,486.50	
F.	PERCENT OF CONTRACT OF ALL CI	HANGE ORDERS (E/A): (25% maximum)		2.0%
G.	NEW CONTRACT AMOUNT (A+E):		\$8,886,044.30	

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the followin Purchasing and Contract Management department):	g signatures (pleas	se sign in order and return 3 Griginals with the Contr	act Cover Sheet to
(1) Contractor	8/8 23 Date	(2) Project Architect/Engineer	08/21/2023 Date
(3) Owner's Representative	08/21/2023 Date	(4) Director of Purchasing & Contract	8/1/2023 Date
(5) Capital Project Manager	8/21/23 Date	(6) City Attorney	8-21-2: Date
Change Orders over \$50,000.00 require a Contract Cov	ver Sheet and the fo	ollowing signatures:	
(7) Mayor Council Date:	Date Agenda Item #:	(8) City Secretary Resolution #:	Date

GRAND TOTAL



DUKE STREET 4" CONNECTION QUOTE MBFG ITEM DESCRIPTION **BID QTY** UNIT **UNIT PRICE** EXTENDED 1 PAVEMENT CUT AND REPAIR 420 SY \$35.00 \$14,700.00 2 4" X 4" WET TIE, TSTV 4 EA \$6,120.00 \$24,480.00 3 4' DR18 C900 PVC WATER LINE 540 LF \$54.00 \$29,160.00 SUBTOTAL \$0.00 SUBTOTAL \$68,340.00

\$68,340.00



DRAINAGE CHANNEL ADJUSTMENT ESTIMATE MBFG ITEM DESCRIPTION **BID QTY** UNIT **UNIT PRICE EXTENDED** 2 MTL W-BEAM GD FEN (TIM POST) 775 LF \$66.96 \$51,894.00 **3 END FLARE** 2 EA \$1,662.50 \$831.25 **SUBTOTAL** \$53,556.50

Л	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	Sprinkler head Install/Move/Repair	20	EA	\$250.00	\$5,000.0
2	Irrigation Pipe	1	LF	\$0.00	\$0.0
3	Sprinkler head riser	1	EA	\$0.00	\$0.0
					\$0.0
	SUBTOTAL				\$5,000.0
PE TRE	EATMENT OPTIONS				
1	Additional 4" RipRap for Slopes	42	CY	\$400.00	\$16,800.0
3	8" x 1.5' ToeWall	61	CY	\$400.00	\$24,400.0
5	Toe Ex & Slope Fine Grading	1	LS	\$9,390.00	\$9,390.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
- 1	SUBTOTAL				\$50,590.0

Resolution No. 2023-R0178 Item No. 6.18 April 11, 2023

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. 16917 for Erskine St. Reconstruction and Water & Sewer Ahead of Erskine Street Widening as per RFP 23-16917-TF, 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.

f fully set forth herein and shall be include	ded in the initiates of the City Coun
Passed by the City Council on	April 11, 2023
ATTEST: Courtney Paz, Interim City Secretary APPROVED AS TO CONTENT: Erik Rejino, Assistant City Manager	TRAY PAYNE, MAYOR
APPROVED AS TO FORM:	
Kelli Leisure, Senior Assistant City Attor	nev
Com Delouie, Demor Laboration City Lanes	•

ccdocs/RES.Contract Lone Star Dirt & Paving, Ltd.

3.20.23

PROPOSAL SUBMITTAL FORM UNIT PRICE PROPOSAL CONTRACT

	DATE: 2-8-23
	PROJECT NUMBER: RFP 23-16917-TF Erskine St. Reconstruction and Water & Sewer Ahead of Erskine Street Widening
	Proposal of Lone Star Dirt Plaving Ltd (hereinafter called Offeror)
	To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)
	Ladies and Gentlemen:
	The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.
PI	ROPOSED CONSTRUCTION TIME:
1.	Contractors proposed CONSTRUCTION TIME for completion:
	TOTAL CONSECUTIVE CALENDAR DAYS: 450 (to Substantial Completion)
	TOTAL CONSECUTIVE CALENDAR DAYS: 540 (to Final Completion)
<u>(r</u>	not to exceed 450 consecutive calendar days to Substantial Completion / 540 consecutive calendar days to Final Completion).

(n S

Offeror 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 450 Consecutive Calendar Days with final completion within 540 Consecutive Calendar Days as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$1.500 for each consecutive calendar day after substantial completion and liquidated damages in the sum of \$1,000 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.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Erskine St. Reconstruction and Water Sewer Ahead of Erskine Street Widening

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

Lone	Star Diff & Paving, Ltu. of Lubbock, 1A	QTY		Unit	Extended
#	Items	+/-	U/M	Price	Cost
	r Improvements				
#1-1	Trench Safety - Complete and in place.	3,727	LF	\$5.50	\$20,498.50
#1-2	Furnish and install 8" C-900 DR-18 approved water pipe by method other				
	than open cut, provide all casing spacers as herein specified, including all equipment, tools, and labor to perform work.	100	LF	\$115.50	\$11,550.00
#1-3	Furnish and install 12" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested herein specified, including all fittings, equipment, tools, and labor to perform work.	3,350	LF	\$133	\$445,550.00
#1-4	Furnish and install 12" C-900 DR-18 approved water pipe by method other than open cut, provide all casing spacers as herein specified, including all equipment, tools, and labor to perform work.	171	LF	\$176	\$30,096.00
#1-5	Furnish and install 20" Welded Steel Casing by method other than open cut, provide all casing spacers as herein specified, including all equipment, tools, and labor to perform work.	171	LF	\$731	\$125,001.00
#1-6	Furnish and install 12" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$4,532.00	\$18,128.00
#1-7	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$2,585.00	\$10,340.00
#1-8	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	2	EA	\$2,112.00	\$4,224.00
#1-9	Furnish and install 4" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	7	EA	\$1,815.00	\$12,705.00
#1-10	Furnish and install 12" x 8" TEE as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$1,782.00	\$7,128.00
#1-11	Furnish and install 12" x 6" TEE as herein specified, including all equipment, tools, and labor to perform work.	2	EA	\$1,672.00	\$3,344.00
#1-12	Furnish and install 12" x 4" TEE as herein specified, including all equipment, tools, and labor to perform work.	7	EA	\$1,650.00	\$11,550.00
#1-13	Furnish and install Air Vaccum Relief Valve, as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$9,020.00	\$36,080.00
#1-14	Furnish and install 2" Blowoff Assembly, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$4,510.00	\$4,510.00
#1-15	Cut, Cap, and Abandon existing Waterlines, as herein specified, including all equipment, tools, and labor to perform work.	11	EA	\$3,080.00	\$33,880.00
#1-16	Tie into existing water Line, complete and in place per Specifications.	18	EA	\$3,052.00	\$54,936.00

Erskine St. Reconstruction and Water Sewer Ahead of Erskine Street Widening

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Force	Main Relocation				
#2-1	Furnish and Install 6" C-900 PVC SDR-26 Green Force Main pipe in open cut trench - furnish and install, including excavation, embedment, backfill, low strength flowable fill, compaction, testing, pipe, fittings, and all other items for complete and in place.	652	LF	\$56	\$36,512.00
#2-2	Furnish and Install 6" C-900 PVC SDR-26 Green Force Main pipe by method other than open cut - furnish and install, including excavation, embedment, backfill, low strength flowable fill, compaction, testing, pipe, fittings, and all other items for complete and in place.	64	LF	\$143	\$9,152.00
#2-3	Tie into existing Force Main, complete and in place per Specifications.	1	EA	\$2,640.00	\$2,640.00
#2-4	Remove and Replace Manhole, complete and in place	1	EA	\$18,150.00	\$18,150.00
#2-5	Tie into proposed Manhole, complete and in place per Specifications.	1	EA	\$2,607.00	\$2,607.00
#2-6	Clean Abandoned Existing Force Main - flush and dewater existing 6" PVC Force Main	1	LS	\$1,947.00	\$1,947.00
#2-7	Sewer Abandonment Plug - including all material, equipment, and labor to install complete in place	1	LS	\$1,485.00	\$1,485.00
#2-8	Adjusting Manholes - including all material, backfill, excavation, tools, equipment, labor, and incidentals	10	EA	\$605	\$6,050.00
Road	way Improvements				
#3-1	PREPARING ROW	51	STA	\$6,000.00	\$306,000.00
#3-2	REMOVING CONC	4,971	SY	\$25	\$124,275.00
#3-3	REMOVING CONC (CURB)	400	LF	\$25	\$10,000.00
#3-4	REMOVING CONC (CURB AND GUTTER)	5,644	LF	\$25	\$141,100.00
#3-5	REMOVING STAB BASE AND ASPH PAV (4")	54	SY	\$15	\$810.00
#3-6	EXCAVATION (CHANNEL)	11,405	CY	\$8	\$91,240.00
#3-7	FURNISHING AND PLACING TOPSOIL (4")	20,509	SY	\$8	\$164,072.00
#3-8	BLOCK SODDING	20,509		\$7	\$143,563.00
#3-9	PLANE ASPH CONC PAV(0" TO 2")	4,224	SY	\$6	\$25,344.00
#3-10	TRENCH EXCAVATION PROTECTION	76	LF	\$8	\$608.00
#3-11	DRILL SHAFT (RDWY ILL POLE) (24 IN)	376	LF	\$264	\$99,264.00
#3-12	CL A CONC (COLLAR)	6	EA	\$1,500.00	\$9,000.00
#3-13	RIPRAP (CONC)(4 IN)	36	CY	\$400	\$14,400.00
#3-14	RIPRAP (CONC)(6 IN)	527	CY	\$400	\$210,800.00
#3-15	RIPRAP (STONE PROTECTION) (24 IN)	30	CY	\$250	\$7,500.00
#3-16	RIPRAP (CONC)(DISSIPATER)	5	CY	\$600	\$3,000.00
#3-17	RAIL (HANDRAIL) (TY F)	13	LF	\$250	\$3,250.00
#3-18	CMP (GAL STL 24 IN)	59	LF	\$150	\$8,850.00
	CONC BOX CULV (3 FT X 2 FT)	74	LF	\$550	\$40,700.00
#3-20	RC PIPE (CL III)(24 IN)	71	LF	\$220	\$15,620.00

Erskine St. Reconstruction and Water Sewer Ahead of Erskine Street Widening

#3-21 INLET (COMPL)(PCU)(3FT)(BOTH) #3-22 INLET (COMPL)(PCU)(3FT)(BOTH) #3-23 INLET (COMPL)(PCU)(3FT)(BOTH) #3-24 INLET (COMPL)(PCU)(3FT)(BOTH) #3-25 SET (TY I) (24 IN) (CMP) (4: 1) (C) #3-25 SET (TY II) (24 IN) (CMP) (4: 1) (P) #3-26 REMOV STR (SMALL) #3-26 REMOV STR (SMALL) #3-27 MOBILIZATION / DEMOBILIZATION #3-28 BARRICADES, SIGNS AND TRAFFIC HANDLING #3-28 BARRICADES, SIGNS AND TRAFFIC HANDLING #3-29 CONSTRUCTION EXITS (INSTALL) (TY I) #3-20 CONSTRUCTION EXITS (INSTALL) (TY I) #3-30 CONSTRUCTION EXITS (REMOVE) #3-31 BIODEG EROSN CONT LOGS (INSTL) (8") #3-32 BIODEG EROSN CONT LOGS (REMOVE) #3-33 BIODEG EROSN CONT LOGS (REMOVE) #3-34 CONC CURB (SLOTTED) #3-35 CONC CURB (TY II) #3-36 CONC CURB (TY CI) #3-37 CONC CURB (SUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-30 CONS SIDEWALKS (4") #3-31 BIOLER RAMPS (TY T) #3-32 CURB RAMPS (TY T) #3-34 CONC MER RAMPS (TY T) #3-35 CONC SIDEWALKS (4") #3-36 CONC SIDEWALKS (4") #3-37 CONC CURB (SUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 CONC SIDEWALKS (4") #3-32 CONC SIDEWALKS (4") #3-34 CONC MER RAMPS (TY T) #3-35 CONC MER RAMPS (TY T) #3-36 CONC MER RAMPS (TY T) #3-37 CONC CURB RAMPS (TY T) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 SIDEWALKS (4") #3-32 CONC SIDEWALKS (4") #3-34 CONC MEDIAN #3-35 CONC MEDIAN #3-36 CONC MEDIAN #3-37 CONC SIDEWALKS (4") #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 CONC SIDEWALKS (4") #3-32 CONC SIDEWALKS (4") #3-33 DOTTER RAMPS (TY T) #3-34 CONC MEDIAN #3-35 CONC SIDEWALKS (4") #3-36 CONC SIDEWALKS (4") #3-37 CONC SIDEWALKS (4") #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 IN SIDE (LITER TY A) #3-32 CONC SIDEWALKS (4") #3-34 CONC SIDEWALKS (4") #3-35 CONC SIDEWALKS (4") #3-36 CONC SIDEWALKS (4") #3-37 CONC SIDEWALKS (4") #3-38 DRIVEWALS (SOUTH (A) SIDEWALS (SOUTH (A) SIDEWALS (SOUTH (A	#	Items	QTY +/-	U/M	Unit Price	Extended Cost
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#3-27 MOBILIZATION / DEMOBILIZATION #3-28 BARRICADES, SIGNS AND TRAFFIC HANDLING #3-29 CONSTRUCTION EXITS (INSTALL) (TY 1) #3-20 CONSTRUCTION EXITS (INSTALL) (TY 1) #3-30 CONSTRUCTION EXITS (REMOVE) #3-31 BIODEG EROSN CONT LOGS (INSTL) (8") #3-32 BIODEG EROSN CONT LOGS (INSTL) (8") #3-33 CONSTRUCTION EDITORS #3-34 CONC CURB (TY II) #3-35 CONC CURB (SLOTTED) #3-36 CONC CURB (SLOTTED) #3-37 CONC CURB (SLOTTED) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CURB RAMPS (TY 1) #3-31 CURB RAMPS (TY 1) #3-32 CURB RAMPS (TY 1) #3-33 CONC SIDEWALKS (4") #3-34 CONC BRAMPS (TY 1) #3-35 CONC SIDEWALKS (4") #3-36 CONC BRAMPS (TY 1) #3-37 CONC SIDEWALKS (4") #3-38 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 CURB RAMPS (TY 1) #3-32 CURB RAMPS (TY 1) #3-34 CURB RAMPS (TY 1) #3-35 CONC MEDIAN #3-36 CONC MEDIAN #3-37 CONC MEDIAN #3-38 CONC MEDIAN #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-30 CONC SIDEWALKS (4") #3-31 CURB RAMPS (TY 1) #3-32 CONC SIDEWALKS (4") #3-33 CONC SIDEWALKS (4") #3-34 COND (SIDEWALKS (4") #3-35 CONC MEDIAN #3-36 CONC MEDIAN #3-37 CONC MEDIAN #3-38 ROBERT (TY 5) #3-39 CONC MEDIAN #3-39 CONC MEDIAN #3-39 CONC MEDIAN #3-30 CONC MEDIAN #3-31 CONC MEDIAN #3-32 CONC MEDIAN #3-34 COND (SIDEWALKS (4") #3-35 CONC MEDIAN #3-36 CONC MEDIAN #3-37 CONC MEDIAN #3-38 ROBERT (TY 5) #3-39 CONC MEDIAN #3-39 CONC MEDIAN #3-39 CONC MEDIAN #3-39 CONC MEDIAN #3-30 CONC MEDIAN #3-30 CONC MEDIAN #3-31 CONC MEDIAN #3-31 CONC MEDIAN #3-32 CONC MEDIAN #3-33 CONC MEDIAN #3-34 COND (SIDEWALKS (5") #3-35 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-35 IN SM RD SN SUP&AM TYTUT(I)WS(T) #3-35 IN SM RD SN SUP&AM TYTUT(I)WS(T) #3-35 IN SM RD SN SUP&AM TYTUT(I)WS(T) #3-35 RELOCATE SM RD SN SUP&AM TYTOWOW #3-35 RELOCATE SM RD SN SUP&AM TYTOWOWO SA SA METAL TO THE TOW TOWN TOWN TOWN TOWN TOWN TOWN TOWN						1.20
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#3-32 BIODEG EROSN CONT LOGS (REMOVE) #3-33 CONSTRUCTING DETOURS #3-34 CONC CURB (TY II) #3-35 CONC CURB (SLOTTED) #3-35 CONC CURB (SLOTTED) #3-36 CONC CURB (SLOTTED) #3-37 CONC CURB & GUTTER (TY A) #3-37 CONC CURB & GUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-40 CURB RAMPS (TY 5) #3-41 CURB RAMPS (TY 7) #3-42 CURB RAMPS (TY 7) #3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 307-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-49 GROUND BOX TY A (122311) W/APRON #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-53 IN SM RD SN SUP&AM TYT0BWG(0) #3-54 RELOCATE SM RD SN SUP&AM TY10BWG(0) #3-55 IN SM RD SN SUP&AM TYT0WS(P) #3-55 IN SM RD SN SUP&AM TYT0BWG(0) #3-56 REA S1,000.00 #3-56 REA S1,000.00 #3-56 REA S1,000.00 #3-57 REA S1,000.00 #3-56 REA S1,000.00 #3-57 REA S1,000.00 #3-58 IN SM RD SN SUP&AM TYTUT(1)WS(T) #3-59 REA S1,000.00 #3-59 IN SM RD SN SUP&AM TYTUT(1)WS(T) #3-59 REA S1,000.00 #3-50 REA S1,000.00 #3-50 REA S1,000.00 #3-50 S4,000.00 #3-50 REA S1,000.00 #3-50 REA S1,000.0						
#3-33 CONSTRUCTING DETOURS #3-34 CONC CURB (TY II) #3-35 CONC CURB (SLOTTED) #3-36 CONC CURB (SLOTTED) #3-36 CONC CURB (SLOTTED) #3-37 CONC CURB (TY C1) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-40 CURB RAMPS (TY 1) #3-41 CURB RAMPS (TY 5) #3-42 CURB RAMPS (TY 7) #3-43 CONC MEDIAN #3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 30T-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) BARE #3-49 GROUND BOX TY A (122311) W/APRON #3-49 GROUND BOX TY A (122311) W/APRON #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG #3-54 RELOCATE SM RD SN SUP&AM TYTUT(1)WS(T) #3-56 COND CURB CURB RAM COND CURB COND CURB COND COND COND COND COND COND COND COND						
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#3-35 CONC CURB (SLOTTED) #3-36 CONC CURB (TY C1) #3-37 CONC CURB & GUTTER (TY A) #3-37 CONC CURB & GUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-40 CURB RAMPS (TY 1) #3-41 CURB RAMPS (TY 5) #3-42 CURB RAMPS (TY 7) #3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 30T-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-54 RELOCATE SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY10BWG #3-50 ILC SRV TY A E243,864.00 #3-50 SA,700.00 #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY10BWG #3-54 RELOCATE SM RD SN SUP&AM TY10BWG #3-55 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-56 RELOCATE SM RD SN SUP&AM TY10BWG #3-57 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-58 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-59 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-50 STAPP (A S S,700.00 #3-54 RELOCATE SM RD SN SUP&AM TY10BWG #3-56 RELOCATE SM RD SN SUP&AM TY10BWG #3-57 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-58 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-59 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-50 STAPP (A S S,700.00 #3-5						
#3-36 CONC CURB (TY C1) #3-37 CONC CURB & GUTTER (TY A) #3-37 CONC CURB & GUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-39 CONC SIDEWALKS (4") #3-40 CURB RAMPS (TY 1) #3-41 CURB RAMPS (TY 5) #3-42 CURB RAMPS (TY 5) #3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 30T-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) BARE #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-54 RELOCATE SM RD SN SUP&AM TYTWT(1)WS(T) #3-56 ELC CATE SM RD SN SUP&AM TYTUBWG() #3-57 RELOCATE SM RD SN SUP&AM TYTUBWG() #3-57 RELOCATE SM RD SN SUP&AM TYTUBWG() #3-58 RELOCATE SM RD SN SUP&AM TYTUBWG() #3-59 ELC SRV TD SUP&AM TYTUT(1)WS(T) #3-50 ELC SRV TD SUP&AM TYTUT(1)WS(T) #3-						
#3-37 CONC CURB & GUTTER (TY A) #3-38 DRIVEWAYS (CONC) #3-39 CONC SIDEWALKS (4") #3-40 CURB RAMPS (TY 1) #3-41 CURB RAMPS (TY 5) #3-42 CURB RAMPS (TY 7) #3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 30T-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TYTWT(1)WS(T) #3-56 ELC CONDR (NO SIDEWALM TY 10BWG) #3-57 ELC CONDR (NO SIDEWALM TY 10BWG) #3-58 ELC CONDR (NO SIDEWALM TY 10BWG) #3-59 ELC SRV TY A 240/000 #3-50 ELC SM RD SN SUP&AM TYTWT(1)WS(T) #3-60 ELC SM RD SN SU		·				
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#3-43 CONC MEDIAN #3-44 IN RD IL (TY SA) 30T-4 (250W EQ) LED #3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG #3-50 SCHOR (NO.6) S1,490.00 #3-50 ST,490.00 #3-51 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG #3-55 ST,490.00 #3-56 ST,490.00 #3-57 EA \$1,000.00 #3-59 ST,490.00 #3-59 ST,490.00 #3-59 ST,490.00 #3-50		•				
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#3-45 CONDT (PVC) (SCH 40) (2") #3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG \$ 9,753 LF \$11 \$107,283.00 \$9,753 LF \$11 \$107,283.00 \$9,753 LF \$11 \$107,283.00 \$9,700.00 \$15,000						\$193,875.00
#3-46 CONDT (PVC) (SCH 40) (3") #3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG \$4,800 LF \$19 \$91,200.00 \$17,171.70 \$17,171.70 \$20,202 LF \$2.30 \$46,464.60 \$20,202 LF \$2.30 \$46,464.60 \$3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) 1 EA \$7,150.00 \$7,150.00 \$6,000.00 \$15,000.00 \$7,000.00 \$7,000.00 \$3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) \$8 EA \$500 \$4,000.00		W 1000			160	
#3-47 ELEC CONDR (NO.6) BARE #3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 10,101 LF \$1.70 \$17,171.70 \$17,171.			•	LF	\$19	\$91,200.00
#3-48 ELEC CONDR (NO.6) INSULATED #3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 20,202 LF \$2.30 \$46,464.60 \$1,870.00 \$7,150.00 \$7,150.00 \$6,000.00 \$6,000.00 \$15,000.00 \$7,000.00 \$7,000.00 \$7,000.00 \$15,000.00				LF	\$1.70	\$17,171.70
#3-49 GROUND BOX TY A (122311) W/APRON #3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG \$1,870.00 \$7,150.00 \$7,150.00 \$6,000.00 \$6,000.00 \$15,000.00 \$15,000.00 \$7,000.00 \$3-54 RELOCATE SM RD SN SUP&AM TY 10BWG \$8 EA \$500 \$4,000.00			20,202	LF	\$2.30	\$46,464.60
#3-50 ELC SRV TY A 240/480 060(NS)SS(E)PS(U) #3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 1 EA \$7,150.00 \$7,150.00 \$6,000.00 \$15,000.00 \$15,000.00 \$7,000.00 \$7,000.00 \$15,000.00					\$935	\$1,870.00
#3-51 IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) #3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 6 EA \$1,000.00 \$6,000.00 \$15,000.00 \$7,000.00 \$7,000.00		` '	1	EA	\$7,150.00	\$7,150.00
#3-52 IN SM RD SN SUP&AM TYTWT(1)WS(P) #3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 15 EA \$1,000.00 \$15,000.00 \$7,000.00 \$7,000.00 \$8 EA \$500 \$4,000.00			6	EA	\$1,000.00	\$6,000.00
#3-53 IN SM RD SN SUP&AM TYTWT(1)WS(T) 7 EA \$1,000.00 \$7,000.00 #3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 8 EA \$500 \$4,000.00			15	EA	\$1,000.00	\$15,000.00
#3-54 RELOCATE SM RD SN SUP&AM TY 10BWG 8 EA \$500 \$4,000.00			7	EA	\$1,000.00	\$7,000.00
			8	EA	\$500	\$4,000.00
			5	EA	\$500	\$2,500.00

Erskine St. Reconstruction and Water Sewer Ahead of Erskine Street Widening

	¥4	QTY +/-	U/M	Unit	Extended
#	Items		Τ. Α	Price	Cost
	REMOVE SM RD SN SUP&AM	13	EA	\$500	\$6,500.00
	INSTL DEL ASSM (D-DW)SZ 1(WFLX)GND	6	EA	\$1,200.00	\$7,200.00
	WK ZN PAV MRK NON-REMOV	7,519	SF	\$3	\$22,557.00
	WK ZN PAV MRK NON-REMOV (W)(ARROW)	4	EA	\$180	\$720.00
	WK ZN PAV MRK REMOV	13,941	SF	\$4	\$55,764.00
	REFL PAV MRK W/RET REQ TY I (100MIL)	7,253	SF	\$10	\$72,530.00
	REFL PAV MRK TY I (W)(ARROW) (100MIL)	18	EA	\$325	\$5,850.00
#3-63	REFL PAV MRKR TY I-C	251	EA	\$9	\$2,259.00
#3-64	REFL PAV MRKR TY II-A-A	244	EA	\$9	\$2,196.00
#3-65	TRAFFIC BUTTON TY W	322	EA	\$8	\$2,576.00
#3-66	ELIM EXT PAV MRK & MRKS	3,970	SF	\$6.20	\$24,614.00
#3-67	ELIM EXT PAV MRK & MRKS (ARROW)	2	EA	\$223	\$446.00
#3-68	RELOCT RDSD FLSH BCN AM (SOLAR PWRD)	3	EA	\$500	\$1,500.00
Alteri	native 1 (Concrete)				
#4-1	EXCAVATION (ROADWAY)	13,994	CY	\$8	\$111,952.00
#4-2	EMBANKMENT (FINAL)(ORD COMP)(TY A)	913	CY	\$12	\$10,956.00
#4-3	FL BS (CMP IN PLC)(TYE GR1&2)(FNAL POS)	1,113	CY	\$70	\$77,910.00
#4-4	PRIME COAT (MC-30)	670	GAL	\$12	\$8,040.00
#4-5	D-GR HMA(SQ) TY-B PG64-22	642	TON	\$152	\$97,584.00
#4-6	D-GR HMA(SQ) TY-C PG70-22	781	TON	\$160	\$124,960.00
#4-7	CONC PVMT (CONT REINF - CRCP) (9")	35,947	SY	\$98	\$3,522,806.00
Alter	native 2 (Asphalt)				
#5-1	EXCAVATION (ROADWAY)	31,362	CY	\$8	\$25 0,896.00
#5-2	EMBANKMENT (FINAL)(ORD COMP)(TY A)	699	CY	\$12	\$8,388.00
#5-3	FL BS (CMP IN PLC)(TYE GR1&2)(FNAL POS)	10,363	CY	\$70	\$725,410.00
#5-4	PRIME COAT (MC-30)	6,218	GAL	\$12	\$74,616.00
#5-5	D-GR HMA(SQ) TY-B PG64-22	6,277	TON	\$152	\$954,104.00
#5-6	D-GR HMA(SQ) TY-C PG70-22	3,602	TON	\$160	\$576,320.00
#5-7	CONC PVMT (CONT REINF - CRCP) (9")	9,448	SY	\$98	\$925,904.00
	CONC CURB & GUTTER (VALLEY GUTTER)	932	SY	\$85	\$79,220.00
	,	Total (Iter	ns 1-1 t	hrough 5-8):	\$12,303,415.80

Total (Items 1-1 through 1-16, 2-1 through 2-8, 3-1 though 3-68, 4-1 through 4-7): \$8,708,557.80

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

this proposal is a Cashier's Check		or a Proposal Bond in the sum
of	Dollars (\$), which it is agreed shall be
collected and retained by the Own	er as liquidated dan	mages in the event the proposal is
accepted by the Owner and the un	dersigned fails to ex	xecute the necessary contract
	_	ond (if any) with the Owner within
		ten notification of acceptance of said
proposal; otherwise, said check or	bond shall be retur	ned to the undersigned upon
demand.		
Offeror understands and agre	ees that the contract t	to be executed by Offeror shall be bound
		m for his inspection in accordance with
the Notice to Offerors.		
Pursuant to Texas Local Government (Date: 3 - 8 - 2 3
252.043(g), a competitive sealed propos has been opened may not be changed for		
purpose of correcting an error in the pi		
price. THEREFORE, ANY CORRECT	TIONS	Da Jun
TO THE PROPOSAL PRICE MUST E		Authorized Signature
ON THE PROPOSAL SUBMITTAL F PRIOR TO PROPOSAL OPENING.	<u>ORM</u>	51 7
AND TO THOU OF THE OF T		Teve lu mer
	3.0	(Printed or Typed Name)
(Seal if Offeror is a Corporation)		Land Star Dirt Having
ATTEST:		Company
		11820 Univ
G		Address
Secretary		Lub, Lub
Offeror acknowledges receipt of the	following addenda:	City, County
Officiol acknowledges receipt of the	Tonowing addenda.	State Zip Code
Addenda No. / Date 2-2/	-23	State Zip Code Telephone: 804 - 745 4011
Addenda No. 2 Date 3-3		Fax: 806 - 745 4074
Addenda No. 3 Date 3-3	2)	Email: bne star stew ents raline not
Addenda No Date	_	FEDERAL TAX ID or SOCIAL SECURITY
		No.
		8000 13091

M/WBE Firm:	Woman	Black American	Native American
	Hispanic American	Asian Pacific American	Other (Specify)

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place **Certificate Number:** of business. 2023-997932 **LONE STAR DIRT & PAVING** Lubbock, TX United States Date Filed: 2 Name of governmental entity or state agency that is a party to the contract for which the form is 03/23/2023 being filed. City of Lubbock Date Acknowledged: 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Erskine St. Reconstruction and Water & Sewer Ahead of Erskine Street Widening Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Turner, Steve Lubbock, TX United States X Sanders, Wesley Lubbock, TX United States X

5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Steve lurner, and my date of birth is				
	My address is 1820 University AVE Lubrock TX 79423 USA (country)				
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in Lublanck county, State of Texas, on the 23 day of March, 20 23.				
	(month) (year)				
Signature of authorized agent of contracting business entity (Declarant)					

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V3.5.1.3ac88bc0

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	C	OFFICE USE ONLY CERTIFICATION OF FILING					
	Name of business entity filing form, and the city, state and country of business.	e Cei	Certificate Number: 2023-997932					
	LONE STAR DIRT & PAVING							
	Lubbock, TX United States Name of governmental entity or state agency that is a party to the	/23/2023						
	being filed.			Pate Acknowledged:				
	City of Lubbock 03/							
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 16917 Erskine St. Reconstruction and Water & Sewer Ahead of Erskine Street Widening							
4		City, State, Country (place of busine		Nature of interest				
~	Name of Interested Party			(check ap	plicable) Intermediary			
		Lubbank TV Hatard Career			intermediary			
Tu	rner, Steve	Lubbock, TX United States	<u> </u>	X				
Sa	nders, Wesley	Lubbock, TX United States	Lubbock, TX United States					
				111				
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is, and my date of birth is							
	My address is(street)	(city)	(state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	•						
	Executed inCounty	, State of,	on the	day of(month)	, 20 (year)			
	Signature of authorized agent of contracting business entity (Declarant)							



City of Lubbock Capital Project Project Cost Detail September 12, 2023

Capital Project Number:	92713
Capital Project Name:	Erskine Street
	Budget
Encumbered/Expended	
Staff time	\$81,488
Electrical Pole Relocation	23,444
Contract 16180 with HDR Engineering, Inc.	1,544,635
Amendment 1 with HDR Engineering for CPS	-
Contract 16917 for Erskine Street Reconstruction	8,708,558
Agenda Item September 12, 2023	
Change Order 1 to Contract 16917 with Lone Star	177,487
Encumbered/Expended To Date	10,535,611
Estimated cost for Remainiaing Appropriation	
Remaining ROW to be acquired as of 8-21-2023	539,904
Future Change Orders	125,000
Erskine Street Construction and Inspection	99,485
Remainiaing Appropriation	764,389
Total Appropriation	\$11,300,000

Project Scope

This roadway is designated in the 2018 Thoroughfare Master Plan to become a modified principal arterial. Erskine Street will be built as a concrete 5 lane multi modal roadway with the Milwaukee and Erskine Intersection to be built to interim 3 lane conditions. Improvements will also be made to the pedestrian elements as well as the street lights and drainage.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Erskine needs to be widened to accommodate an increase in traffic due to continued growth in Northwest Lubbock.

Project Highlights

Council Priorities Addressed:

Project Dates

Bid Date for Construction: 12/2022 Award Date for Construction: 03/2023

Begin Construction: 05/2023 Construction Complete: 11/2024

Project History

\$11,300,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-00077, July 13, 2021.

Project Location

Project Appropriations

P Works 92713

	Appropriation to Date	FY 2023-24 Budget	FY 2024-25 Budget	FY 2025-26 Budget	FY 2026-27 Budget	FY 2027-28 Budget	FY 2028-29 Budget
Construction	\$11,300,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,300,000	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	FY 2023-24 Budget	FY 2024-25 Budget	FY 2025-26 Budget	FY 2026-27 Budget	FY 2027-28 Budget	FY 2028-29 Budget
General Fund Bonds	\$11,300,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,300,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

Project 92510

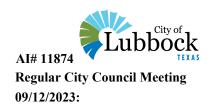
Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17314, by and between the City of Lubbock and Freese and Nichols, Inc., for the Mackenzie Park Dam Evaluation and Restoration.

Item Summary

Mackenzie Park plays an integral role to the surrounding communities with plenty of extracurricular activities like fishing, disc golf, dog park, etc. Along with this information, the Lubbock Parks and Recreation Department recently completed their Master Plan for future improvements. Part of this plan includes proposed trails, new canoe launch areas, and informational signage about the park, that are all within this area.

With the upgrades that are being introduced to the park and events that are held, it is important to evaluate the condition of the structure and perform the necessary repairs and upgrades to make sure it is safe and up to proper standards.

The City issued a Request for Qualifications (RFQ) for professional services regarding the Mackenzie Park Dam Evaluation and Restoration.

In response to RFQ 23-17314-KM, 2 consultants submitted proposals for the Mackenzie Park Dam Evaluation and Restoration. The proposals were evaluated based on the following criteria: Project Team Organization and Qualifications - 30 points, Experience on Similar Projects - 30 points, Project Approach - 30 Points, and Overall Responsiveness to the RFQ - 10 points.

After evaluating the proposals, the Evaluation Committee provided the following ranking.

Consultant	Points
Freese and Nichols, Inc., Fort Worth, Texas	90.53
Wiss, Janney, Elstner Associates, Inc., Austin, Texas	73.77

Staff and the Evaluation Committee recommend award of the contract to Freese and Nichols, Inc., of Fort Worth, Texas for a total amount not to exceed \$159,639.

Staff recommends execution of this contract based upon fair and reasonable hourly wages agreed for a total amount not to exceed \$159,639, with a contract time of 183 days.

Fiscal Impact

This contract is not to exceed \$159,639, and is funded in Capital Improvements Project 92798, Mackenzie Park Dam Evaluation and Restoration.

Staff/Board Recommending

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

Attachments

Resolution
Professional Services Agreement
Location Exhibit
Budget Detail
CIP Detail

Project Summary Sheet - Mackenzie Park Dam

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. 17314 for the Mackenzie Park dam evaluation and restoration, by and between the City of Lubbock and Freese and Nichols, Inc., 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.

in this resolution as if fully set forth herein an	d shall be included in the minutes of the City C
Passed by the City Council on	······································
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Erik Rejino, Assistant City Manager	
APPROVED AS TO FORM:	
Ulli Glenire	
Kelli Leisure, Senior Assistant City Attorne	y

ccdocs/RES.PSA-No. 17314 FNI Mackenzie Park dam 8.21,23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17314 is entered into this ______ day of _______, 2023, 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 Mackenzie Park Dam Evaluation and Restoration, (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 183 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 \$159,639, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

- A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.
- B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

- A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.
- B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.
- C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant 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. Mark Ickert, P.E. 801 Cherry Street, Suite 2800 Fort Worth, Texas 76102 Telephone: 817-735-7229

Email: Mai@freese.com

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

Kevin Prado, P.E. City of Lubbock P.0. Box 2000 1314 Avenue K Lubbock, Texas 79457 Telephone: 806-775-3629

Email: Kprado@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

- A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.
- B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.
- C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer.
- D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.
- E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF

ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

- G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.
- H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.
- I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.
- J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal agent relationship between the Engineer and the City.
- K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.
- L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.
- M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.
- N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

- O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
- P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Michael I Leanun	
Michael G. Keenum, P.E., CFM, Division Director o	f Engineering/City Engineer
APPROVED AS TO FORM: White the second secon	
Bolsure, Bolliot Floristant Orty Fittornoy	
	Firm
	FREESE AND NICHOLS, INC.
	By: Victor Vasquez, P.E., VP/Principal
	Digitally signed by Victor M. Vasquez V. Location: Austin, TX

Victor M. Vasquez V. Contact Info:
vmv@freese.com
Date: 2023.08.17
16:37:18-05'00'

EXHIBIT A - SCOPE OF SERVICES

MACKENZIE PARK DAM - EVALUATION AND REHABILITATION - PHASE I

Project Understanding:

MacKenzie Park Dam impounds water on the North Fork Double Mountain Fork of the Brazos River in Lubbock, Texas. The dam is presently not listed in the Texas Commission on Environmental Quality (TCEQ) Dam Safety database. Details regarding the hydraulic design, embankment zonation, foundation conditions, and structural design are unknown. The dam is assumed to be an earthen structure that is approximately 6 feet tall and approximately 250 feet long. The dam effectively serves as a low water crossing as the roadway (Cesar Chavez Drive) located on the crest is consistently overtopped. The dam is an integral structure in flood mitigation and connecting communities with MacKenzie Park. As the City of Lubbock (CITY) continues to expand they understand the need to examine and analyze older infrastructure to ensure they are meeting the requirements and needs of the city.

- A. The PROJECT includes the following BASIC services:
 - 1. Project management.
 - 2. Topographic survey.
 - 3. Geotechnical and geophysical investigation.
 - 4. Preliminary assessment.
- B. The PROJECT does not include the following services:
 - 1. Hydrologic and hydraulic analysis.
 - 2. Computational fluid dynamic modeling.
 - 3. Preliminary design (60%).
 - 4. Final design (90% and 100%).
 - 5. Bid phase services.
 - 6. Construction phase services.
 - 7. Environmental evaluation or permitting services.

BASIC SERVICES:

TASK I – PROJECT MANAGEMENT

FNI will perform Project Management Services during the project which is estimated to be six (6) months in duration.

- 1. Attend a virtual kickoff meeting with CITY staff to confirm and clarify scope, review project goals and requirements, and understand CITY objectives.
- 2. Perform internal project setup and coordination, including project kickoff meetings and maintaining project schedule. Kahua will be the PMIS system used for the project.
- 3. Provide monthly status reports and invoices with backup documentation for the duration of the project.
- 4. Provide Quality Control (QC) / Quality Assurance (QA) by FNI Senior Management and Technical Staff consistent with FNI's established internal quality review processes.

Assumptions:

- 1. Six (6) month duration for Phase I.
- 2. One (1) kickoff meeting with CITY staff.
- 3. One (1) internal kickoff meeting with design staff.

Deliverables:

- 1. Meeting summaries with action items.
- 2. Monthly invoices and monthly progress reports.

TASK II – TOPOGRAPHIC SURVEY

- 1. Perform a topographic survey to establish the dam's existing height, length, slopes and surrounding topography. The general area of interest includes the embankment, left and right abutments, and approximately 200-feet of the downstream channel.
- 2. Set at least three (3) temporary benchmarks at the dam site. The temporary benchmarks will be referenced to NAD83 for horizontal control and the NAVD88 vertical datum.
- 3. Provide a topographic survey within an approximate 2.5 acre area of interest along the embankment and immediate vicinity of the downstream channel. The survey shall include all existing features such as utilities, valves, asphalt, tops and toes of slope, power poles, and other visible features.
- 4. Deliverable shall include an AutoCAD file showing all of the features located, ground elevations, including one-foot contours.
- 5. Provide northing, easting, and elevation of up to four (4) geotechnical borings performed by FNI as part of the geotechnical field exploration.

Assumptions:

Survey up to 4 geotechnical boring locations, which may require a separate site visit.

Deliverables:

1. Electronic base file in AutoCAD.

TASK III – GEOTECHNICAL AND GEOPHYSICAL INVESTIGATION

Geotechnical Field Exploration:

- a. ENGINEER shall select and mark up to four (4) boring locations at the project site. Notify Texas 811 and appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration.
- b. ENGINEER shall subcontract with a geotechnical drilling contractor to drill up to four (4) borings along the embankment crest and downstream toe of slope (total drilled length approximately 100 vertical feet). Subsurface samples will be collected intermittently using 3-inch diameter tubes for cohesive soils and a 2-inch diameter split-spoon sample in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be sampled using an NX core barrel and/or tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material.
- c. Groundwater observations within the borings will be recorded at the time of drilling and completion of drilling and sampling.
- d. At the completion of drilling and sampling, the borings will be backfilled with cement-bentonite grout to the ground surface at the completion of field activities. The borings drilled through the pavement (embankment crest) will be patched at the surface with similar material.
- e. Traffic control will be provided by the CITY and may require temporarily closing one or two lanes of traffic on Cesar Chavez Drive. Traffic control needs will be sent to the CITY for approval prior to the field work.
- f. Provide an Engineer or Geologist experienced in logging borings to direct the drilling and logging of the borings. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

2. Laboratory Testing:

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing sub-contractor.
- b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the No. 200 sieve).
 - ii. Moisture content.
 - iii. Grain Size Analysis.

- iv. Crumb tests/double hydrometer
- v. Permeability tests
- vi. Triaxial tests
- vii. Direct shear tests
- viii. Unconfined compression tests, if appropriate.
- 3. Geophysical Investigation and Bathymetric Survey
 - a. Obtain the services of a subconsultant to perform geophysical explorations as follows:
 - i. Electrical resistivity (ERT) measurement along a line running downstream of the embankment to provide a general stratigraphic profile of the foundation material.
 - ii. Ground penetrating radar (GPR) of the embankment and downstream slope paving to identify and spatially map voids or other anomalies withing the structure.
 - iii. Bathymetric survey of the impounded lake from the MacKenzie Park Dam upstream to the crossing of MacKenzie Park Road. This information will be utilized to determine maximum storage of the embankment with respect to TCEQ jurisdictional determination.
 - b. Traffic control will be provided by the CITY and may require temporarily closing one or two lanes of traffic on Cesar Chavez Drive. Traffic control needs will be sent to the CITY for approval prior to the field work.

4. Reporting

- a. Results of the geotechnical and geophysical investigation will be included in the Preliminary Assessment Report (PAR), which shall include the following:
 - Boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - iii. Geophysical report will be included as an appendix to the PAR.

Assumptions:

1. CITY to provide traffic control or lane closure(s) of Cesar Chavez Drive to facilitate required access for field investigations.

Deliverables:

- 1. Boring logs, laboratory testing (to be included in PAR).
- 2. Geophysical report (to be included in PAR).

TASK IV - PRELIMINARY ASSESSMENT

ENGINEER will prepare a Preliminary Assessment Report (PAR) that summarizes the existing condition of the embankment and evaluates up to two (2) conceptual alternatives to modify or rehabilitation the MacKenzie Park Dam. The following services will be performed:

- 1. Review all available and pertinent data pertaining to the dam. Potential sources documents to review (if available) include the following:
 - a. Inspection reports
 - b. Engineering analyses/reports
 - c. Record drawings
 - d. Geotechnical data
 - e. Photographic and other documentation from original construction
 - f. Existing utility, roadway, and site record drawings.
- 2. Visit the site to visually assess the MacKenzie Park Dam. The assessment will not be a full inspection, but will identify readily visible issues or concerns that may need to be addressed in the future. The site visit will be documented in the Preliminary Assessment Report (PAR). The following visible portions of the embankment and appurtenant structures will be observed.
 - a. Upstream slope
 - b. Crest
 - c. Downstream slope
 - d. Inlet valve and headwall
 - e. Upstream concrete face
 - f. Pavement
 - g. Downstream concrete face
 - h. Downstream valve control
 - i. Downstream slope paving
- 3. Determine if the MacKenzie Park Dam is jurisdictional under the authority of the Texas Commission on Environmental Quality (TCEQ) based on the approximate measurements from the field and topographic data (see Task II). MacKenzie Park Dam is assumed to be a low hazard structure. No breach analysis will be performed.
- 4. Perform a geotechnical engineering analysis, which will include the following.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - b. Seepage and slope stability analysis for different loading conditions (end of construction, steady-state seepage, and rapid drawdown) for existing and up to two (2) conceptual alternatives. One maximum section through the dam embankment will be analyzed. Shear strength parameters for the materials encountered will be determined based on shear strength testing, soil classification testing, published correlations, and engineering judgment.
 - c. Results of the geotechnical analysis will be documented in the PAR.
- 5. Develop up to two (2) conceptual alternatives to repair or modify the existing embankment. Develop plan and profile views for the two (2) conceptual alternatives, as appropriate. Develop opinions of probable construction costs (OPCC) for the two (2) conceptual alternatives. The OPCC will be developed in general accordance with the Association for Advancement of Cost Estimating (AACE) guidelines for a Class 4/5 estimate appropriate for feasibility assessment and

- planning purposes. The conceptual alternatives will be summarized in the PAR.
- 6. Prepare a PAR to document the TCEQ jurisdictional determination, field investigation and preliminary assessment of MacKenzie Park Dam. The report will document the conditions of all visible structures and outline recommendations for any needed maintenance and repair items. The PAR will also summarize findings from the geotechnical and conceptual alternatives analysis. Any additional investigation or testing needed to further refine the conceptual alternatives will be addressed in the PAR. An electronic version (PDF) of the draft PAR will be submitted to the CITY for review. A final electronic copy (PDF) will be submitted after addressing CITY comments.

Assumptions:

2. Participate in one (1) review meeting (virtual) with the CITY to go over the Draft PAR.

Deliverables:

- 3. Draft PAR (PDF format).
- 4. Final PAR (PDF format).

EXHIBIT A, ADDITIONAL SERVICES

MACKENZIE PARK DAM -- EVALUATION AND REHABILITATION -- PHASE I

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER'S responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

- 1. Additional site visits beyond those listed under Basic Services.
- 2. Video inspection of any conduits through the embankment.
- 3. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, depth of rock, or other unexpected site conditions.
- 4. Hydrologic and hydraulic analyses including but not limited to PMF analysis, determination of frequency flood events, breach analysis and mapping.
- 5. Computational fluid dynamic modeling to analyze overtopping flows of existing or proposed structures.
- 6. Preliminary design services (60%).
- 7. Final design services (90% and 100%).
- 8. Bid phase services.
- 9. Construction phase services.
- 10. Environmental evaluation or permitting services.
- 11. Preparing data and reports for assistance to the CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- 12. Assisting the CITY 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 the Contractor.
- 13. Assisting the CITY 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.
- 14. 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.

EXHBIT A, RESPONSIBILITIES OF THE CITY

MACKENZIE PARK DAM – EVALUATION AND REHABILITATION – PHASE I

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

- A. Designate in writing a person to act as CITY'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 CITY's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to CITY'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 the CITY will require to be included in the drawings and specifications.
- C. 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.
- D. 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.
- E. Provide traffic control or lane closure(s) of Cesar Chavez Drive in support of field investigations for the Project.
- 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 CITY 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 CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Additional Services, if deemed necessary by CITY.
- J. Bear all costs incident to compliance with the requirements of this Exhibit A, Responsibilities.

EXHIBIT B, BUDGET

MACKENZIE PARK DAM - EVALUATION AND REHABILITATION - PHASE I

CITY and ENGINEER have established a not-to-exceed budget of \$159,639 to complete all 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, SCOPE OF SERVICES, based on ENGINEERS Fee Schedule presented as EXHIBIT B, HOURLY RATE SCHEDULE COMPENSATION. 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, BUDGET. 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.

The budget assumes that all work will be completed in accordance with the proposed project schedule of six (6) months from the Notice to Proceed.

EXHIBIT B, HOURLY RATE SCHEDULE COMPENSATION

MACKENZIE PARK DAM – EVALUATION AND REHABILITATION – PHASE I

Compensation to FNI Services in Exhibit A, Scope of Services, shall be computed on the basis of the following Schedule of Charges but shall not exceed One Hundred Fifty-Nine Thousand Six Hundred Thirty-Nine Dollars (\$159,639).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CITY for CITY'S approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

LUBBOCK RATE SCHEDULE

Decition	0.44
Position	<u>Rate</u>
Principal / Group Manager	342
Technical Professional - 6	335
Technical Professional - 5	270
Technical Professional - 4	232
Technical Professional - 3	194
Technical Professional - 2	170
Technical Professional - 1	140
CAD Technician/Designer - 3	188
CAD Technician/Designer - 2	141
CAD Technician/Designer - 1	112
Senior CAD Technician/Designer	232
Construction Manager - 4	200
Construction Manager - 3	151
Construction Manager - 2	143
Construction Manager - 1	112
Corporate Project Support + 3	157
Corporate Project Support - 2	141
Corporate Project Support - 1	108
Intern/ Coop	73

Rates for In-House Services

Technology Charge	Bulk Printing and Reproduction			
\$8.50 per hour		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	
Travel	Large Format (per sq. ft.)			
Standard IRS Rates	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 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.

Rates to be adjusted no more than 5% annually.

City of Lubbock MacKenzie Park Dam - Evaluation and Rehabilitation - Phase I Detailed Cost Breakdown

Task	Description	FNI Fee	Sub's Fee	Total
1	Project Management	\$ 15,061	\$ -	\$ 15,061
- 11	Topographic Survey	\$ 2,963	\$ 10,000	\$ 12,963
III	Geotechnical and Geophysical Investigation	\$ 21,023	\$ 44,000	\$ 65,023
IV	Preliminary Assessment	\$ 66,592	\$ -	\$ 66,592
	Total	\$ 105.639	\$ 54.000	\$ 159.639

Mackenzie Park Dam Located within Block 3, Section O CANYON LAKE DR DR ESAR E CHAVEZ **E BROADWAY** 1,000 Feet 250 500

City of Lubbock, TX Capital Project Project Cost Detail September 12, 2023

Capital Project Number:		92798
Capital Project Name:	Mackenzie Park Dam Structure F	Evaluation and Restoration
Encumbered/Expended		Budget
City of Lubbock Staff Time		\$1,147
•		-
Agenda Items, September 12, 2023		
Contract 17314 - Design Contract	with Freese and Nichols	159,639
Encumbered/Expended To Dat	e	160,786
Estimated Costs for Remaining App	propriation	
Mackenzie Park Dam Construction	n	839,214
Remaining Appropriation		839,214
Total Appropriation		\$1,000,000

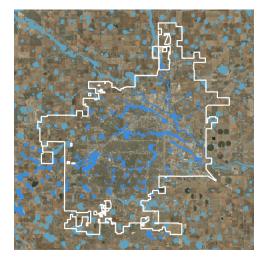
Upgrade/Major Maintenance

Managing Department Stormwater Utility

Project Classification

Project Manager Josh Kristinek

Project Status Approved



Project Scope

This project will determine potential structure deficiencies at the water crossing in Mackenzie Park South. This analysis will visually identify and inspect all suspected defects such as general deterioration, seepage, structural distress, spillway and outlet hydraulic behavior, and adjacent endangering geologic conditions.

This project will determine potential structure deficiencies at the water crossing in Mackenzie Park South. This analysis will visually identify and inspect all suspected defects such as general deterioration, seepage, structural distress, spillway and outlet hydraulic behavior, and adjacent endangering geologic conditions.

Project Justification

The purpose of the dam structural evaluation is to determine the condition of the dam located in Mackenzie Park South off East Cesar E. Chavez Drive and E. Broadway Avenue. The evaluation will identify any problems and will provide an engineering evaluation, technical memorandum of the findings and recommendations for repairs. In addition to this evaluation this project will provide restoration alternatives and opinions of probable cost for the need repairs.

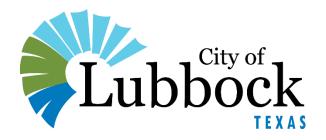
Project History

\$1,000,000 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	650,000	2,850,000	0	0	0	0	3,500,000
Design and Engineering	0	350,000	0	0	0	0	0	350,000
Total Project Appropriation	0	1,000,000	2,850,000	0	0	0	0	3,850,000

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 Storm Water Cash	0	1,000,000	0	0	0	0	0	1,000,000
FY 2024 Storm Water Revenue CO's	0	0	2,850,000	0	0	0	0	2,850,000
Total Funding Sources	0	1,000,000	2,850,000	0	0	0	0	3,850,000

			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		



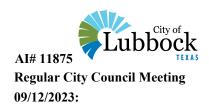
Purchasing and Contract Management

Project Summary

RFQ 23-17314-KM MacKenzie Park Dam Structure Evaluation and Restoration

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 April, 28, 2023 to May 30, 2023. 37 vendors downloaded the documents using Bonfire.com.

- 45 vendors were notified separately.
- 2 vendors submitted statements of qualification.



Information

Agenda Item

Resolution - Engineering: Consider a resolution receiving the Semi-Annual Report from the Capital Improvements Advisory Committee (CIAC), regarding the progress and implementation of the Impact Fee Program.

Item Summary

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees.

In accordance with Texas Local Government Code Chapter 395.058, the Capital Improvements Advisory Committee (CIAC) is required to file a semi-annual report with the City Council, with respect to the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
Semi Annual Report

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") approved future land use assumptions and a capital improvements plan and on October 27, 2020 City Council adopted an ordinance, No. 2020-O0136, establishing impact fees in the City of Lubbock to assist in the financing of capital improvements required by new development; and

WHEREAS, the City Council created a committee on June 11, 2019 through Resolution No. 2019-R0202, named the Capital Improvements Advisory Committee (the "CIAC"), in accordance with the requirements of Section 395.058 of the Texas Local Government Code and for the purpose of:

- (1) Advising and assisting the political subdivision in adopting land use assumptions;
- (2) Review the capital improvements plan and file written comments;
- (3) Monitor and evaluate implementation of the capital improvements plan;
- (4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- (5) Advising the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and

WHEREAS, the Committee met on August 17, 2023 to hear staff updates and consider any changes in Committee recommendations to present to the City Council as part of the Committee's semi-annual report, said report is attached as Exhibit "A" and incorporated herein; and NOW, THEREFORE:

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

THAT the semi-annual report of the CIAC and the recommendations therein are hereby 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.

issed by the City Council on	
	TRAY PAYNE, MAYOR

ATTEST:
Courtney Paz, City Secretary
APPROVED AS TO CONTENT:
Com
Erik Rejino, Assistant City Manager
APPROVED AS TO FORM:
Ulli-Rusure
Kelli Leisure, Senior Assistant City Attorney
ccdocs/RES. Receipt of CIAC report Aug 2023 8.29.2023 23

Semi-Annual Progress Report

Capital Improvements Advisory Committee for Roadway Impact Fees August 2023

CIAC Semi-Annual Report August 2023

Introduction

This report was prepared by the City of Lubbock Engineering staff and adopted by the Capital Improvements Advisory Committee for Roadway Impact Fees ("CIAC"). The purpose of this report is to advise the City Council, in accordance with Chapter 395 of the Texas Local Government Code of the status of the Impact Fee Program. This report should include information with respect to the progress of the capital improvements plan (or capacity plan) and any perceived inequities in implementing the plan or imposing the impact fee.

Program Overview and Status

On October 27, 2020, Lubbock City Council adopted the impact fee ordinance (Ord. #2020-O0136). Impact fees are charges assessed by local governments on new development projects in order to partially fund roadway, wastewater, and water improvements that are necessitated by new development. These funds are offset by City of Lubbock funds to build the infrastructure as detailed in the capacity plans.

The effective date set for implementation of Roadway Impact Fees was June 1, 2021. On April 26, 2022, Lubbock City Council amended the impact fee ordinance (Ord. #2022-O0068). This ordinance approved the updated impact fee study dated December 2021 that added newly annexed areas into the appropriate roadway service areas, updated the Roadway Service Area map, and recalculated the maximum fees per service area as shown below:

Service Area	Maximum Fee Per Service Unit (per Vehicle- Mile)	Collection Rate Effective before 10/01/2022	Collection Rate Effective on or after 10/01/2022
A	\$855	\$439	\$427.50
В	\$655	\$327.50	\$327.50
С	\$825	\$412.50	\$412.50
D	\$623	\$319.50	\$311.50
Е	\$1,011	\$497.50	\$505.50
F	\$1,188	\$589	\$594
G	\$22	\$0	\$0
Н	\$77	\$0	\$0

The effective date for the implementation of wastewater and water impact fees was June 1, 2022. The Wastewater Impact Fees were set at a discounted rate by City Council as shown below:

Meter Size (Based on Water Meter)	Maximum Impact Fee	Collection Rate
1"	\$562	\$0
1.5"	\$1,124	-\$0
2"	\$1,798	\$0
3"	\$3,934	\$0
4"	\$6,744	\$0
6"	\$14,050	\$0
8"	\$26,976	\$0
10"	\$42,712	\$0

The Water Impact Fees were set at a discounted rate by City Council as shown below:

Water Meter Size	Maximum Impact Fee	Collection Rate
1"	\$576	\$0
1.5"	\$1,152	\$0
2"	\$1,843	\$0
3"	\$4,032	\$0
4"	\$6,912	\$0
6"	\$14,400	\$0
8"	\$27,648	\$0
10"	\$43,776	\$0

The status of various program elements are as follows:

• Land use assumptions

No change.

• Roadway Impact Fee Revenues

The total roadway fee revenues collected through July 31, 2023 by service areas is:

Service Area	Total Revenue
A	\$1,505,349.33
В	\$255,161.36
С	\$217,372.83
D	\$857,280.98
E	\$2,130,853.83
F	\$1,702,753.74
G	\$0
Н	\$0

Total revenue collected through July 31, 2023: \$6,686,772.07

Roadway Impact Fee Expenditures

The total expenditures distributed through July 31, 2023 by service areas is:

Service Area	Total Fees Distributed
Α	\$0
В	\$0
С	\$0
D	\$0
Е	\$0
F	\$0
G	\$0
Н	\$0

• Credit Agreements

At this time, there has been a partial credit agreement submitted for review for Quaker Avenue from 146th Street to Woodrow Road.

Recommendations

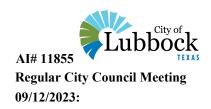
The CIAC submits the following recommendations for consideration by the City of Lubbock City Council:

- The Roadway Impact Fee is being collected and maintained in accordance with state law and City code.
- Utilize funds from Service Areas A and F to help fund Upland Avenue from 66th Street to 82nd Street, with \$1.5 million coming from Service Area A and \$1.7 million from Service Area F.
- No additional changes to the program are recommended at this time.

The committee endorses this report and its recommendations and will discuss such with the City Council at their request.

Chris Berry, Chair

Michael G. Keenum, City Engineer Staff Liaison



Information

Agenda Item

Ordinance 1st Reading - Water Utilities: Consider an ordinance amending Article 22.03 of the Code of Ordinances of the City of Lubbock, by adding Section 22.03.098, to provide a definition of governmental agencies and subdivisions.

Item Summary

The Code of Ordinances of the City of Lubbock, Section 22.03.091, prohibits the City from selling water to individuals, businesses, agencies, or organizations that lie outside the corporate limits of the City of Lubbock. However, the ordinance does not prohibit the sale of water to federal, state or local governments, governmental agencies, or governmental subdivisions, pursuant to appropriate intergovernmental contracts outside the corporate limits.

This ordinance amendment defines governmental agencies and subdivisions for purposes of selling water outside the corporate limits of the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Ordinance Amendment

AN ORDINANCE AMENDING ARTICLE 22.03 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ADDING SECTION 22.03.098 TO PROVIDE A DEFINITION OF FEDERAL, STATE OR LOCAL GOVERNMENTS, GOVERNMENTAL AGENCIES OR GOVERNMENTAL SUBDIVISIONS; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock does hereby find that it is necessary and in the best interests of the citizens of Lubbock, Texas to define federal, state or local governments, governmental agencies or governmental subdivisions; and

WHEREAS, the City Council finds that it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend the Code of Ordinances of the City of Lubbock, Texas to provide for a definition of federal, state or local governments, governmental agencies or governmental subdivisions; NOW THEREFORE:

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

SECTION 1. That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a section, to be numbered 22.03.098, which said section reads as follows:

22.03.098 Definitions.

For purposes of Article 22.03, the term "federal, state or local governments, governmental agencies or governmental subdivisions" shall not include any district or authority created pursuant to either Sections 52(b)(1) and (2), Article III of the Texas Constitution, Section 59, Article XVI of the Texas Constitution, and/or Title 4 of the Texas Water Code, unless such district or authority was in existence prior to July 13, 1989.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading	this	, 2023.
Passed by the City Council on second reading this		, 2023.
	TRAY PAYNE, MAY	YOR
ATTEST:		
Courtney Paz, City Secretary		
APPROVED AS TO CONTENT:		
Erik Rejino, Assistant City Manager		
APPROVED AS TO FORM: Amy L. Sinis, Deputy City Attorney		



Information

Agenda Item

Ordinance 1st Reading - Water Utilities: Consider an ordinance amending Article 22.03.091 of the Code of Ordinances of the City of Lubbock, by deleting Section 22.03.091(h), which removes a special wholesale water rate for the Lubbock Reese Redevelopment Authority.

Item Summary

The Code of Ordinances of the City of Lubbock, Section 22.03.091, prohibits the City from selling water to individuals, businesses, agencies, or organizations that lie outside the corporate limits of the City of Lubbock. However, the ordinance does not prohibit the sale of water to federal, state or local governments, governmental agencies or governmental subdivisions pursuant to appropriate intergovernmental contracts outside the corporate limits.

In addition, Section 22.03.091 provides exceptions for specific wholesale customers from being charged the general wholesale water rate and rate structure, as defined in Section 22.03.085(6), which includes water volume rates that are 1.5 times the water volume rate for all other customers inside the City's incorporated limits.

This ordinance amendment removes a special exception provided for the Lubbock Reese Redevelopment Authority (LRRA) in Section 22.03.091(h) which reads as follows:

"Solely for the purposes of Lubbock Reese Redevelopment Authority, the water volume rate shall be equal to the water volume rate for all other commercial customers as set forth in Section 22.03.085 of this division as applicable to each block. All other provisions as set forth in Section 22.03.085(6)(A) regarding wholesale water customers shall continue to apply to the Lubbock Reese Redevelopment Authority."

Fiscal Impact

This ordinance amendment will increase the volume amount by 50%, that LRRA pays to the City of Lubbock for water.

Staff/Board Recommending

Erik Rejino, Assistant City Manager L. Wood Franklin, P.E., Division Director of Public Works

ORDINANCE NO.	
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AN ORDINANCE AMENDING SECTION 22.03.091 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY DELETING SUBSECTION (h) RELATED TO WHOLESALE WATER SERVICE TO LUBBOCK REESE REDEVELOPMENT AUTHORITY; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council finds that it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend the Code of Ordinances of the City of Lubbock, Texas be deleting subsection (h) of section 22.03.091 related to the wholesale water service to Lubbock Reese Redevelopment Authority; NOW THEREFORE:

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

SECTION 1. THAT Section 22.03.091 of the Code of Ordinances, City of Lubbock, Texas is hereby amended by deleting Subsection (h) and to read as follows:

Sec. 22.03.091 Wholesale water service to specified areas outside city; conditions, rates.

- (a) The city council reaffirms its prior policy adopted March 8, 1984, to prohibit the sale of water to individuals, businesses, agencies or organizations that lie outside the corporate limits of the City of Lubbock.
- (b) In order to compromise and settle protests and threatened litigation regarding the disposal of treated municipal effluent by city, the city council authorizes the city's water department to extend the city's water distribution facilities outside the corporate limits and to offer to sell water (1) to the Town of Ransom Canyon for resale: (A) within its corporate limits as of January 1, 2015; (B) in any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; and (C) to the Roosevelt Independent School District; and (2) to Lubbock County Water Control and Improvement District No. 1 for resale within the corporate limits of the Village of Buffalo Springs as those limits existed as of January 1, 2015, and other such locations as permitted by the city council, provided the offer to sell water and the sale of water shall be subject to the conditions and limitations specified in the provisions of this section, the applicable provisions of this chapter, where such provisions are not inconsistent with this section, and the agreements approved and accepted by the city council. By adopting and implementing this section, it is not the intention of the city to offer to sell water to persons located outside the city's corporate limits other than the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, unless otherwise specifically permitted by city council.

- (c) The authority to extend city's water distribution system outside the corporate limits and to offer to sell water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall be subject to the conditions and limitations, as follows:
 - (1) In order to accept the city's offer to sell water, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, each shall request service and each shall enter into a written contract approved and accepted and signed by the mayor on behalf of the city.
 - (2) As a part of the written contract for water service, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall agree to limit the volume of water delivered, pursuant to such contract, to each entity respectively, during any twenty-four (24) consecutive hours; and any three hundred sixty-five (365) consecutive days. The volume limitation for each value shall be agreed to between the city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, but in no event shall such volume exceed that which is necessary to allow complete service (A) by the Town of Ransom Canyon: (i) within the corporate limits of the Town of Ransom Canyon as such limits exist as of January 1, 2015; (ii) within any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; or (iii) to Roosevelt Independent School District; or (B) by the Lubbock Water Control and Improvement District No. 1, within the service area of the Lubbock County Water Control and Improvement District No. 1 actively being served by such district in the corporate limits of the Village of Buffalo Springs as such limits existed on January 1, 2015, and other such locations as authorized by the city council.
 - (3) As part of the application, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to provide retail service only and to limit service to consumers located within their respective service area, as described in subsection (2) above, and other such locations as authorized by the city council.
 - (4) As part of the application and agreement, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to pay for water delivered by city at the rate established from time to time by the city council. The city, acting through the city council, reserves the right to adjust the rate

from time to time based upon the methodology recommended by the city's consultants.

- (5) As part of the resolution approving the agreements between this city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, the city council shall expressly find that there is adequate untreated water supply and water treatment capacity and treated water storage, pumping, and distribution capacity within the city's water system to satisfy the demands of the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 to the extent described in their respective agreements, together with all other service commitments of the city that are existing or anticipated at the time the wholesale customer applies for service.
- (6) The water department of the city is hereby authorized to adopt policies and procedures, not inconsistent with the terms of this section, as may be necessary to implement the provisions for the intent of the city council herein expressed.
- (d) The city council approves and accepts the methodology of determining the city's cost of providing services to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. I as described in the report prepared by Freese & Nichols, the city's consulting engineers, dated June, 1988; and based upon the methodology set forth in such report the city council adopts the initial rates for providing services to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 as follows:

Eighty-one and seventeen-hundredths (81.17) percent of the rate established for "commercial" as set forth in section **22.03.085** of the Code of Ordinances of the City of Lubbock. In addition, there shall be added to such rate the proportionate costs of installing capital improvements necessary to furnish such water which shall be repaid over a period of thirty (30) years on either an annual or monthly basis at six and one-half (6-1/2) percent simple interest.

From and after August 19, 2008, rates for the Town of Ransom Canyon and/or Lubbock County Water Control and Improvement District No. 1 shall be eighty-one and seventeen-hundredths (81.17) percent of the rate established for either (1) multifamily residential, commercial and public customers; or (2) wholesale customers, as set forth in section 22.03.085 of the Code of Ordinances of the City of Lubbock, as same may be amended from time to time.

(e) The authority granted to the water department to offer the sale of water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 and any offer made by the water department

pursuant to this authority, shall cease at midnight, August 19, 2038, unless the offer is accepted. Any offer shall be accepted by delivery to city of a contract acceptable to the city, signed by the authorized representatives of the prospective customer. Acceptance of the offer by one of the two (2) prospective customers shall not extend the authority or the offer to sell water to the other prospective customer.

- (f) The prior policy adopted March 5, 1984, and this section shall not be construed to prohibit the sale of water to federal, state or local governments, governmental agencies or governmental subdivisions pursuant to appropriate intergovernmental contracts.
- (g) The prior policy adopted March 5, 1984, and this section shall not be construed to prohibit water service to city-owned property and/or facilities located thereon regardless of whether such facilities are located inside or outside of the boundaries of the City of Lubbock.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

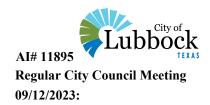
Passed by the City Council on first reading	this	, 2023.
Passed by the City Council on second reading this		, 2023.
ATTEST:	TRAY PAYNE, MAYOF	}
Courtney Paz, City Secretary		

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Anny L. Sims, Deputy City Attorney



Information

Agenda Item

Resolution - Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 17505, with West Texas Paving, for the repair of failed paved areas on 82nd Street between Slide Road and Milwaukee Avenue.

Item Summary

This project will repair cracked and broken asphalt paving in targeted areas on 82nd Street between Slide Road and Milwaukee Avenue. Previously identified failed asphalt areas will be mechanically milled to a depth of two inches and new hot mix asphalt concrete will be installed.

The City issued an Invitation to Bid (ITB) for 2" Mill & Relay 82nd Street, Slide Road to Milwaukee Avenue.

In response to ITB 23-17505-DH, two bids were received and opened on August 15, 2023. They were as follows:

Contractor	Amount	
West Texas Paving, Wolfforth, Texas	\$ 628,000	
Lone Star Dirt and Paving Inc., Lubbock, Texas	\$1,516,600	

Staff recommends award to the lowest bidder, West Texas Paving of Wolfforth, Texas, for \$628,000.

This 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. Time for completion is 55 calendar days with liquidated damages of \$1,204.28 for each consecutive calendar day.

Fiscal Impact

Contract 17505 for \$628,000, is funded in the Capital Improvements Project 92794, Street Maintenance Program 2023.

Staff/Board Recommending

Erik Rejino, Assistant City Manager L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Budget Detail Project Summary CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17505 for 2" Hot Mix Mill & Relay 82nd St.; Slide Rd to Milwaukee Ave as per ITB 23-17505-DH, by and between the City of Lubbock and West Texas Paving, Inc. of Wolfforth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on	
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Ci	
Erik Rejino, Assistant City Manager	
APPROVED AS TO FORM:	
VIII Fersure	
Kelli Leisure, Senior Assistant City Attorn	ey

ccdocs/RES.Public Works Contract 17505 2" Hot Mix Mill & Relay 8.25.23

BID SUBMITTAL FORM UNIT PRICE BID CONTRACT

DATE: 00-13-2023	
PROJECT NUMBER: ITB 23-17505-DH, 2" Hot Mix Mill	& Relay 82nd St.; Slide Rd to Milwaukee Ave
Bid of West Texas Paving, Inc.	(hereinafter called
Bidder)	
To the Honorable Mayor and City Council City of Lubbock, 7	Texas (hereinafter called Owner)

Ladies and Gentlemen:

- . -- 00 4E 2022

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 **55 consecutive calendar days** with **final completion** of the project within **60 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 \$1204.28s for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of \$1204.28s for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 business days after notice of award of the contract to him.

City of Lubbock, TX Public Works ITB 23-17505-DH

2" Hot Mix Mill Relay 82nd St.; Slide Rd to Milwaukee Ave

West Texas Paving of Wollfsworth, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base	Bid				
#1-1	Patching with Type "C" Hot Mix, 2" depth (milling to a depth of 2"with replacement of 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 2" and replacing with 2" of Type C Hot Mix. (All Millings will go to the City of Lubbock.)	20500	SY	\$26.00	533,000.00
#1-2	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. (All Millings will go to the City of Lubbock.)	1000	SY	45.00	45,000.00
#1-3	Mobilization To	1 tal (Iten	EA ns 1-1 tl	50,000.00 hrough 1-3):	50,000.00 \$628,000.00

Enclosed with this bid is a Cashier's Check or Cer Dollars (\$	tified Check for) or a Bid Bond in the sum of), which it is agreed shall be collected and
retained by the Owner as liquidated damages in the event undersigned fails to execute the necessary contract docum bond (if any) with the Owner within 10 business days after acceptance of said bid; otherwise, said check or bond shall demand.	t the bid is accepted by the Owner and the nents, insurance certificates, and the required er the date of receipt of written notification of
Bidder understands and agrees that the contract to be executed documents made available to him for his inspection in accord	
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.	Authorized Signature Darrell Jarnagin (Printed or Typed Name)
(Seal if Bidder is a Corporation)	West Texas Paving, Inc. Company 10104 Alcove Avenue Address
ATTEST:	Wolfforth City, Texas County Texas County
Murleen Jarnagin Secretary	State Zip Code Telephone: (806) - 833-2882 Fax: (806) - 833-2884
Bidder acknowledges receipt of the following addenda: Addenda No Date	FEDERAL TAX ID or SOCIAL SECURITY No
Addenda No. Date Addenda No. Date Addenda No. Date	75-2028682 EMAIL: marshal@wtxpaving.com
M/WBE Woman Black Ame	rican Native American

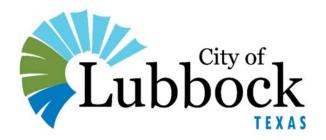
Firm:

 	Woman		Black American	Native American
	Hispanic American	/	Asian Pacific American	Other (Specify)

City of Lubbock, TX Capital Project Project Cost Detail September 12, 2023

Capital Project Number:	92794
Capital Project Name:	Street Maintenance Program 2023

	Budget
Encumbered/Expended	
• •	4
Contract 17005, Asphalt patching	\$1,447,333
Contract 17006, Concrete Patching	2,248,095
Contract 14517, Pavemant Restoration	773,322
Contract 17054, 2023 Microsurface Project	4,889,807
Misc Bid and ad cost	1,314
Contract 17235, Rebuild Avenue P	1,013,499
Agenda Items, September 12, 2023	
82nd Street Paving repair	628,000
Encumbered/Expended To Date	11,001,369
Estimated Cost for Remaining Appropriation	
Street Maintenance	1,018,322
Remaining Appropriation	1,018,322
Total Appropriation	\$12,019,691



Purchasing and Contract Management

Project Summary

ITB 23-17505-DH 2" Mill & Relay 82nd St.; Slide Rd to Milwaukee Ave

Notice was published in the Lubbock Avalanche Journal on July 26 & August 02, 2023.

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 July 25 to August 15, 2023.

6 individuals attended the pre-bid meeting.

- 23 vendors downloaded the documents using Bonfire.com.
- 22 vendors were notified separately.
- 2 vendors submitted bids.

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 Dates

Project Highlights

Council Priorities Addressed:

Project History

\$12,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022. \$19,691 was appropriated in the FY 2022-23 Budget, BCR# 2023-16, March 23, 2023.

Project Location

Project Appropriations

P Works 92794

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$12,019,691	\$13,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$12,019,691	\$13,000,000	\$0	\$0	\$0	\$0	\$0

Project Funding

PW 92794

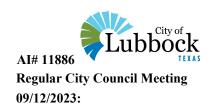
	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund Cash	\$12,019,691	\$13,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$12,019,691	\$13,000,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

Not Provided

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract 17398, and all related documents, by and between the City of Lubbock and Initium Health, for a Community Health Assessment and Community Health Improvement Plan.

Item Summary

This agreement will allow the consultant to provide professional services to conduct data collection, analysis, and reporting of the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP) for Lubbock County and the surrounding area. The contractor will facilitate and coordinate activities associated with this project in partnership with Lubbock Public Health and community partners. The Consultant will explore the overall health of Lubbock County and the surrounding area by identifying strengths, weaknesses, and barriers for all residents by conducting an assessment that combines data analysis with robust community engagement and participation. The Consultant will use the results of the assessment to aid in the development of a strategic plan to guide a community initiative and address identified needs.

The City issued a Request for Proposals (RFP) to provide a Community Health Assessment and Community Health Improvement Plan for the City of Lubbock Public Health Department.

In response to RFP 23-17398-YB, responses were received from 10 consultants.

The Evaluation Committee used the following criteria in ranking the consultants: 30 Points for Project Approach and Methodology, 25 Points for Staff Qualifications and Experience, 15 Points for Quality of Work Samples, 15 Points for Timeline, and 15 Points for Budget and Proposed Fees. The Evaluation Committee provided the following ranking.

Consultant	Points
Initium Health, Denver, Colorado	96.67
Health Management Associates, Inc., Lansing, Michigan	96.00
Moxley Public Health, LLC, West Liberty, Ohio	96.00
Kulik Strategic Advisers, Dawsonville, Georgia	93.00
Conduent Healthy Communities, Corp., Florham Park, New Jersey	92.67
Kleinhaus Consulting Group, LLC, Pensacola, Florida	90.33
Ascendant HealthcareAdvisors, Chapel Hill, North Carolina	90.33
Elite Research, LLC, Irving, Texas	85.00
IEM, Morrisville, North Carolina	83.00
Syra Health Corporation, Carmel, Indiana	79.00

Staff and the Evaluation Committee recommend Contract No. 17398 be awarded to Initium Health of Denver, Colorado, for \$195,596.20.

Fiscal Impact

Contract 17398 for \$195,596.20, will be funded from the Public Health Workforce Grant HHS001083000001.

Staff/Board Recommending

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

Attachments

Resolution

Contract

Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17398 for a Community Health Assessment & Community Health Improvement Plan as per RFP 23-17398-YB, by and between the City of Lubbock and Initium Health, 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:		
Courtney Paz, City Secretary		
APPROVED AS TO CONTENT:		
Bill Howerton, Deputy City Manager		
APPROVED AS TO FORM:		
Rachael Foster, Assistant City Attorney		

ccdocs II/RES.ServiceContract 17398- Initium Health 8.28.23

City of Lubbock Community Health Assessment & Community Health Improvement Plan Agreement

This Service Agreement (this "Agreement") is entered into as of theday of	2023
("Effective Date") by and between Initium Health (the Contractor), and the City of Lubbock (the "City").
RECITALS	

WHEREAS, the City has issued a Request for Proposals 23-17398-YB, Community Health Assessment & Community Health Improvement Plan 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 Community Health Assessment & Community Health Improvement Plan, 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 a six (6) month extension if approved by both parties. The funding must be expended by May 31, 2024.
- 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.

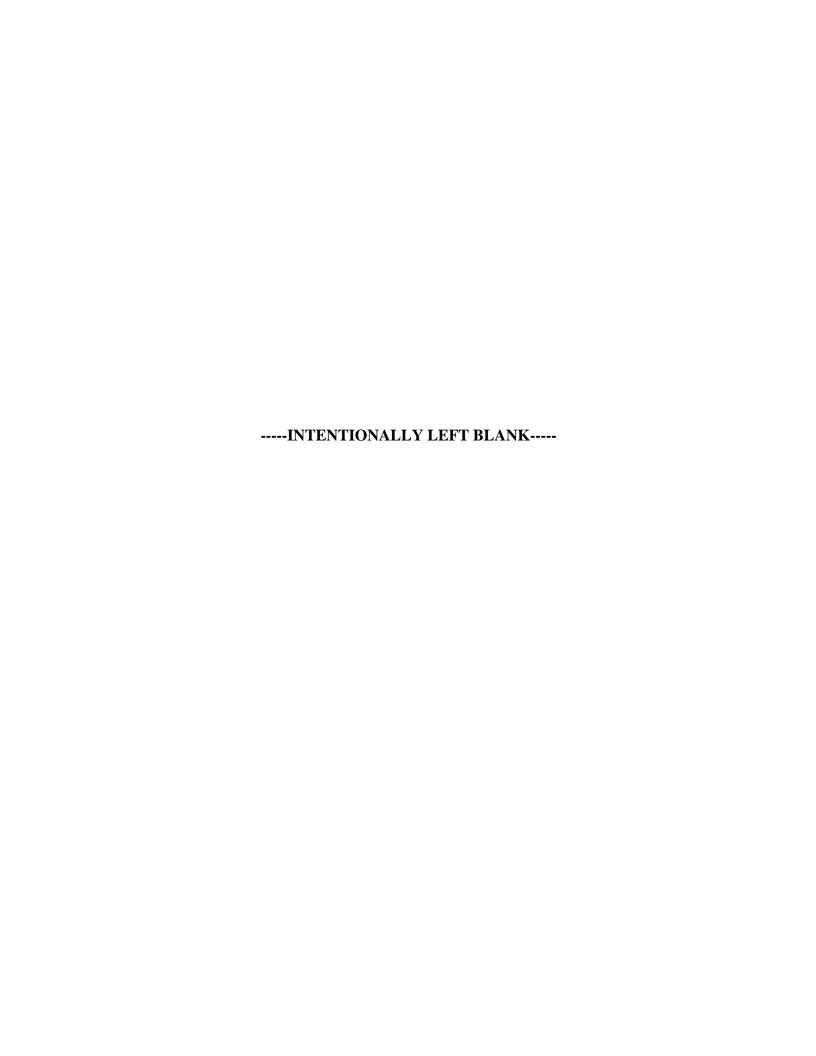
- 1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.
 - B) Further, if the Contractor can provide documentation 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 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		CONTRACTOR	
Tray Payne, Mayor	BY:	Authorized Representative	
ATTEST:		James Corbett Print Name	
Courtney Paz, City Secretary		1401 Wewatta St Suite 1 Address	0
APPROVED AS TO CONTENT: Atherine Wells, Director of Public Health		Deguer Co 80202 City, State, Zip Code	
APPROVED AS TO FORM Rachael Foster, Assistant City Attorney			

City of Lubbock

RFP 23-17398-YB Community Health Assessment & Community Health Improvement Plan

GENERAL REQUIREMENTS

1. INTENT

Lubbock Public Health is seeking proposals for professional services to conduct data collection, analysis, and reporting of the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP) for Lubbock County and the surrounding area. The awarded contractor will facilitate and coordinate activities associated with this project in partnership with Lubbock Public Health and community partners.

2. SCOPE OF WORK

The Consultant will explore the overall health of Lubbock County and the surrounding area by identifying strengths, weaknesses, and barriers for all residents by conducting an assessment that combines data analysis with robust community engagement and participation. The Consultant will use the results of the assessment to aide in the development of a strategic plan to guide a community initiative and address identified needs.

Expectations include, but may not be limited to:

- a. Participate in regular meetings with the Community Health Assessment Team (CHAT). The CHAT will serve as the advisory council for the process and ensure that timelines are being met.
- b. Organize and facilitate focus groups, surveys and key informant interviews with the community to obtain data (qualitative and quantitative) for the CHA. Documents must also be submitted to show outcomes of meetings and assessment reports. (Must be based on MAPP model or other approved model by LPH) PHAB Domain 1 Standards must be met.
 - Hold up to 10 community-based focus groups (at least 8 in person, with up to 2 virtual)
 - Perform up to 35 key informant interviews (in person or virtual)
 - Conduct community survey
- c. Use credible sources to gather secondary data, including but not limited to, demographic characteristics, socioeconomic characteristics, health resource availability, quality of life, behavioral risk factors, environmental health indicators, social and mental health, maternal and child health, death, illness, and injury, communicable disease (including sexually transmitted illness, COVID-19, etc.), child and adult abuse and neglect, crime and jail statistics, educational attainment, immunization rates, hospitalization rates, homeless rates, and access to health care.

- d. Develop a written Community Health Assessment (CHA) which details a wholistic view of the outcomes of the assessments performed. PHAB Domain 1 Standards must be met.
- e. Present the CHA results to the Lubbock Board of Health. This presentation can be in person or virtual.
- f. Expand the CHAT to include key partnerships for actively leading, addressing, and/or providing resources for the priority health issues identified in the CHA.
- g. Organize and facilitate visioning sessions with community focus groups and community partners to utilize CHA in the development of the Community Health Improvement Plan (CHIP). (Must be based on MAPP model or other approved model by LPH) PHAB Domain 5 Standards must be met.
 - Hold up to 10 community based visioning sessions (at least 8 in person, with up to 2 virtual).
 - Hold up to 2 visioning sessions with partner agencies (all in person).
- h. Establish Actions Teams for the CHIP strategic priorities in collaboration with LPH and providing technical assistance to the teams in developing written action plans. PHAB Domain 5 Standards must be met.
- i. Develop a written CHIP which details a wholistic view of the outcomes of the CHIP process, describes strategic priorities, and identifies the action team goals and objectives.
- j. Present the CHIP results to the Lubbock Board of Health. This presentation can be in person or virtual.
- k. Establish a mechanism for receiving public feedback on the CHA and CHIP.
- 1. Provide technical assistance in ongoing standardization of processes to maintain monitoring and tracking of strategic activities to meet standards in Domains 1, 4, and 5, and transitioning of duties to LPH.

Requirements for Potential Vendor

The potential vendor should have:

- Considerable knowledge of CHA and CHIP processes.
- Considerable knowledge of Public Health Accreditation Board (PHAB) standards and domains (specifically Domains 1 and S).
- Understanding of public health practice and the social determinates of health.
- Experience engaging community groups.
- Experience with collaborative planning and visioning.

City of Lubbock RFP 23-17398-YB

Community Health Assessment Community Health Improvement Plan Price Proposal Sheet

BAFO

				Initium Health		
			Location	Denver, Co	C	
			Total Cost	\$195,596.20)	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost	
#0-1	Fees for Full Revenue Cycle Management Services - Per Specs.	1	Annually	\$195,596.20	\$195,596.20	

29. INSURANCE REQUIREMENTS

- 29.1. 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.
- 29.2. 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.
- 29.3. 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):

<u>Auto Liability Requirements</u>: \$1 M/occurrence is needed.

<u>Commercial General) Liability Requirements</u>: \$1M occurrence/\$2M aggregate (can be combined with an Excess Liability to meet requirement). 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).

Professional Liability Requirements: \$1M occurrence/\$2M aggregate.

<u>Workers Compensation Requirements</u>: 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 a 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 <u>all</u> <u>endorsements</u> 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:

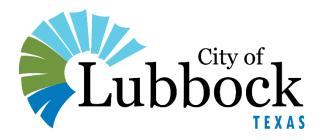
- Name the City of Lubbock and its officers, employees, and elected representatives
 as additional insureds, (as the interest of each insured may appear) as to all
 applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice 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.



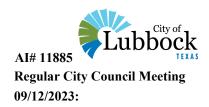
Purchasing and Contract Management

Project Summary

RFP 23-17398-YB Community Health Assessment & Community Health Improvement Plan

Notice was published in the Lubbock Avalanche Journal on June 18 & June 25, 2023. 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 June 16 to July 13, 2023. 48 vendors downloaded the documents using Bonfire.com. 3 vendors were notified separately.

10 vendors submitted proposals.



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000780500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers (CHW), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. Amendment No. 2 revises references to the Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT), the Statement of Work, and the Budget. The Categorical Budget has been added to the document. Also included is a supplement Attachment H, Federal Funding Accountability and Transparency (FFATA) Certification. HHSC also desires to update certain contract terms and conditions. All of these updates are stated in the contract agreement.

Effective date of Amendment No. 2 is August 31, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024, is \$464,000.00. This has been appropriated in the budget for FY 2024. A 5% match is required for this contract.

Staff/Board Recommending

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

Attachments

Resolution - Amendment 2, HHS000780500002

5.31 Adobe11885_Executed_Contract_Amendment_2_\$219240000_HHS000780500002_COL (1)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 2 to the Health and Human Services Commission Contract No. HHS000780500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers (CHW), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and all related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on	·
АТТЕЅТ:	TRAY PAYNE, MAYOR
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT: Bill Hoverton, Deputy City Manager	1131
APPROVED AS TO FORM: Pachell for City Attorney	

RES.HHSC Contract No. HHS000780500002 CHW Amendment No.2 Ratification 8.25.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000780500002 AMENDMENT NO. 2

The HEALTH AND HUMAN SERVICES COMMISSION ("System Agency" or "HHSC") and CITY OF LUBBOCK ("Performing Agency," "Grantee," or "Contractor"), who are collectively referred to herein as the "Parties," to that certain Community Health Workers ("CHW") Contract effective July 1, 2020 and denominated HHSC Contract No. HHS000780500002 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise references to Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT), the Statement of Work, and the Budget;

Whereas, the Parties desire to add a Categorial Budget document;

Whereas, the Parties desire to supplement Attachment H, Federal Funding Accountability and Transparency (FFATA) Certification; and

Whereas, HHSC desires to update certain Contract terms and conditions.

Now, THEREFORE, the Parties hereby amend and modify the Contract as follows:

- 1. The U.S. Health and Services Commission, Substance Abuse and Mental Health Services Administration (SAMHSA) revised the name of the Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT), assistance listing number 93.959. Therefore, the Contract is revised as follows:
 - All references in the Contract to Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT) are hereby replaced with the following: Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant.
- 2. ATTACHMENT A of the Contract, STATEMENT OF WORK (REVISED SEPTEMBER 2021), is hereby deleted in its entirety and replaced with ATTACHMENT A, STATEMENT OF WORK (REVISED AUGUST 2023).
- 3. ATTACHMENT B of the Contract, BUDGET (REVISED SEPTEMBER 2021), is hereby deleted in its entirety and replaced with ATTACHMENT B, BUDGET (REVISED AUGUST 2023).
- 4. ATTACHMENT B-1, CATEGORICAL BUDGET (FISCAL YEAR 2024), is hereby added and incorporated into the Contract.

- 5. ATTACHMENT C of the Contract, HHSC UNIFORM TERMS AND CONDITIONS GRANT, VERSION 2.16.1, is hereby deleted in its entirety and replaced with ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS GRANT VERSION 3.2.
- 6. ATTACHMENT **D** of the Contract, CONTRACT AFFIRMATIONS, VERSION 1.6, is hereby deleted in its entirety and replaced with ATTACHMENT **D**, CONTRACT AFFIRMATIONS, VERSION 2.2.
- 7. ATTACHMENT E of the Contract, SPECIAL CONDITIONS, VERSION 1.3 (REVISED SEPTEMBER 2021), is hereby deleted in its entirety and replaced with ATTACHMENT E, ADDITIONAL PROVISIONS GRANT FUNDING, VERSION 1.0.
- 8. ATTACHMENT I of the Contract, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION, is hereby supplemented with the addition of an up-to-date FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM to be completed by Grantee and incorporated into the Contract.
- 9. This Amendment No. 2 shall be effective as of August 31, 2023.
- 10. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 11. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000780500002

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By: Solya Gaills 147CCA4134D941B	By: Tay Payue 37610FE32C114BD
Sonja Gaines	Tray Payne
NoSG	Mayor
Date of Signature: August 28, 2023	Date of Signature: August 28, 2023

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	STATEMENT OF WORK (REVISED AUGUST 2023)
ATTACHMENT B	BUDGET (REVISED AUGUST 2023)
ATTACHMENT B-1	CATEGORICAL BUDGET (FISCAL YEAR 2024)
ATTACHMENT C	Uniform Terms and Conditions – Grant Version 3.2
ATTACHMENT D	CONTRACT AFFIRMATIONS, VERSION 2.2
ATTACHMENT E	Additional Provisions – Grant Funding, Version 1.0
ATTACHMENT I	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
	(FFATA) CERTIFICATION FORM

ATTACHMENT A STATEMENT OF WORK (SOW) (REVISED AUGUST 2023)

I. PURPOSE:

The Substance Use Disorder Community Health Worker (CHW) program allows Community Health Workers and Promotoras to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD).

A. GOALS:

- 1. Address behavioral health disparities in the program service area.
- 2. Increase opportunities for substance users, including opioid users, to reduce harms related to substance use.
- 3. Increase retention in substance use and mental health services.
- 4. Help individuals address medical needs.
- 5. Help individuals who desire change to build a foundation for their recovery.

B. ELIGIBLE POPULATION:

Any individual who uses substances. This population may include, but is not limited to, adults and youth, populations who are marginalized or stigmatized, experiencing housing instability or homelessness, inject substances, live with or at risk of Hepatitis C Virus (HCV) or Human Immunodeficiency Virus (HIV), in need of medical and or mental health services, experience greater barriers to entering treatment or recovery services, and those seeking to enhance their recovery capital and maintain their recovery from substance use disorders.

II. SERVICE REQUIREMENTS:

A. Administrative and Organizational Requirements

Performing Agency shall:

- 1. Hire a minimum of 6 Community Health Workers (CHW) within 45 business days of Contract execution. The Performing Agency shall maintain and employ a minimum of six (6) CHW staff for the duration of the Contract.
 - a. Performing Agency shall notify System Agency within 10 business days when any staff changes including separation occur.
 - b. CHW will work in teams of two (2) at all times, while in the community; and
 - c. Designate one (1) of the six (6) CHWs as the CHW Program Director, whose role will be to provide oversight authority.

2. Ensure that the Program Director:

a. Spends, at minimum, fifty percent (50%) of work time delivering direct participant services which meet this Contract performance measures.

Participates on all programmatic conference calls as scheduled by System Agency. Performing Agency's executive management and any other staff may be included in the conference calls, but it is required that the Program Director attend the call, unless otherwise agreed to in writing by System

Agency. If Performing Agency is unavailable for a scheduled conference call, they are to contact the SITP (Substance Intervention Treatment Programs) directly to provide them with the reason they cannot attend, and a date of when they can reschedule the call.

- 3. Ensure Performing Agency will provide CHWs with an insured vehicle(s) to conduct activities. All vehicle purchases, and/or leases, must be approved by System Agency. A cost analysis report must be submitted in order to determine if a lease or purchase is the best value.
- 4. Provide all services and activities with individuals in a respectful, non-threatening, non-judgmental, and confidential manner.
- 5. Ensure program policies and procedures do not discriminate against any participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability, sexual orientation, medical condition, HIV Status, or length of time in recovery, including those who have returned to use or are currently using substances.
- 6. Provide all services in a culturally, linguistically, and developmentally appropriate manner for individuals, families and significant others as evidenced by:
 - a. Building a diverse team that may include the use of CHWs who are indigenous to the communities and populations served, people who speak the language of the community, reflect similar cultural background to those served, have lived experience with mental health and substance use including injection drug use, people who speak openly about their recovery and identify as a peer, people who are living with HIV (Human Immunodeficiency Virus) or HCV (Hepatitis C Virus), people who can speak openly about gender and sexual diversity, and people who have lived experience with housing instability and homelessness, and other people who reflect and identify with the priority population.
 - b. Pamphlets and other materials for education and health are written at appropriate literacy levels of the eligible population;
 - c. Literature and signage in languages of the eligible populations;
 - d. Use of interpreters as appropriate; and
 - e. Lobby and office environment welcoming to the eligible population.
- 7. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a network of community and social service agencies serving or having an interest in the eligible population. MOUs will be executed within ninety (90) calendar days after Contract execution and shall encourage networking, coordination, and referrals to help address the needs of the priority population, their families, and supportive allies.
- 8. Maintain copies of the signed MOUs on file for System Agency review upon request. Performing Agency shall review and update all executed MOUs annually. All MOUs shall include at a minimum:
 - a. Collaborative vision;
 - b. Purpose and concept;

- c. Collaborative goals and desired outcomes;
- d. Description of participating organizations;
- e. Methods of Collaborative roles and responsibilities;
- f. Provisions to address the non-duplication of services;
- g. Signatures of both parties; and
- h. Beginning and end dates.
- 9. Develop, implement, and enforce a written policy that includes at a minimum the System Agency's recovery Oriented Values and Principles, delivery of person-centered services, standards for CHW, Philosophy and Standards for Harm Reduction services, documenting and reporting policy and train all staff on data collection reporting requirements related to Contract performance measures. Performing Agency shall develop this policy within 90 calendar days of contract execution, for System Agency approval, this report shall be labeled as the Oriented Values and Principles written policy.
 - a. Develop, submit to System Agency, implement, and ensure the following Recovery Oriented Values and Principles are stated in policy and adhered to within the Performing Agency's organization:
 - i. Choice and Self Determination:
 - 1) provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;
 - 2) ensure services are self-directed, participant-driven, and reflect goals in multiple life domains;
 - 3) acknowledge and individual's choice for their own pathway to wellness; and
 - 4) be supportive and explore options for the priority population.
 - b. Community Integration:
 - i. provide individuals the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery, health, and wellness;
 - ii. work with the eligible population to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their goals and rebuilding their lives within their community;
 - iii. align organizational policies to ensure CHW have access to transportation and other resources to work with individuals outside of the organizational setting and in the local communities;
 - iv. ensure CHW engage in assertive outreach in locations and times where the eligible populations are likely to be found; and
 - v. utilize community or social services agency linkages to ensure CHW provide warm hand-offs when transferring or referring individuals to community resources.
- 10. Opioid Overdose Reversal Kits:
 - a. Are to be distributed to:
 - i. Individuals eligible for program services who use opioids;
 - ii. Support systems which may be able to reverse the individuals overdoses; or

- iii. Eligible individuals who may be in the position to reverse an opioid overdose.
- b. Performing Agency will ensure any health kits provided for eligible population are individually packaged for CHWs to distribute.
- c. Will be documented in a Monthly Work Log, which will be provided by System Agency. Performing Agency shall Document the count of Opioid Reversal kits dispersed to include reports of successful reversals in the work log. Performing Agency shall provide this information to System Agency upon request.
- d. Will not be distributed to individuals outside the eligible population without prior written approval from System Agency.
- e. Performing Agency shall not be placed under, restrict access, or put undue burden on CHW staff ability to distribute lifesaving overdose reversalkits.
- 11. Provide unrestricted internet access to CHWs to find resources and educational materials for eligible individuals.
- 12. Develop and submit a behavioral health disparities impact statement no later than 60 calendar days of Contract execution. Performing Agency shall submit any revisions to the behavioral health disparities impact statement within 60 calendar days after each new fiscal year begins. At a minimum, the impact statement(s) should address how the program has identified the subpopulation and will provide service to those populations, including who are marginalized or stigmatized in the service area which may experience greater barriers to behavioral health services.
- 13. Purchase and provide a professional messenger bags or side bags for CHWs to carry supplies, one per staff member. Purchase of the messenger bag must be approved by System Agency.

B. Community Health Services

Performing Agency shall:

- 1. Develop, submit, and maintain written policies and procedures that require all CHW activities to be conducted in pairs or teams (a minimum of two (2) CHWs) which are funded by this Contract, while in the community or streets. Performing Agency shall submit the written policies and procedures to System Agency within 60 calendar days of Contract execution, this report shall be labeled as the policies and procedures.
- 2. Develop, submit, and maintain a quarterly report. At minimum, the Quarterly Report will document and or include: Monthly work logs, self-care/and or teambuilding activities, and financial assistance. The quarterly report is due within 15 calendar days after each quarter.
- 3. Utilize the System Agency provided Monthly work logs to account for CHW efforts. Work logs will:
 - a. reflect efforts by the CHWs without providing personal identifying information of individuals receiving services;

- b. be retained and provided at System Agency request; and
- c. be summarized in the System Agency provided Quarterly Report.
- 4. Ensure CHW group facilitation, communication, and events with eligible individuals occur without undue interference from indirect staff or other agency staff not funded by this Contract.
- 5. Ensure appropriate harm and risk-reduction information, methods, and tools are used by CHWs in their work with the eligible populations.
- 6. Promote and encourage entry into substance use disorder and/or mental health services including, intervention, treatment, or recovery by providing referrals, community linkage, and support to eligible individuals.
- 7. Refer eligible individuals to other System Agency-funded programs as appropriate.
- 8. Use Motivational Interviewing techniques and skills when appropriate to help individuals enhance their confidence and motivation for change.
- 9. Promote and encourage entry into medical services, including Hepatitis C Virus (HCV), Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and Sexually Transmitted Infections (STIs) testing or treatment by providing referrals, community linkage, and support to individuals in the eligible population.
- 10. Provide information, referrals, community linkage, and support to other services and community resources to help individuals in the eligible population improve their lives.
- 11. Ensure appropriate training on all information, methods, and tools used and distributed by CHWs. Information, methods, and tools shall be based on the latest scientific research and best practices for reducing harms related to substance use. Methods and tools must include, but are not limited to:
 - a. substance use harm reduction tools including syringe cleaning kits with bleach;
 - b. Pre-Exposure Prophylactic treatments (PrEP) education and information;
 - c. overdose reversal kits including Naloxone;
 - d. condoms, lubricants, and safer sex tools;
 - e. wound care kits; and
 - f. hygiene kits.

Performing Agency shall ensure that Community Health Workers have these tools and materials available for demonstration and distribution to eligible individuals and their support system when appropriate.

- 12. Use the following guidelines for CHW:
 - a. Outreach Competencies: Minimum Standards for Conducting Street Outreach with Hard To Reach Populations; Addiction Technology Transfer Center

(ATTC);

- http://attcnetwork.org/resources/resource.aspx?prodID=438&rcID=2®ional center=2;
- b. The National Institute on Drug Abuse (NIDA) Community-Based Outreach Model: A Manual To Reduce the Risk of HIV and Other Blood-Borne Infections in Drug Users; https://archives.nida.nih.gov/publications/nida-community-based-outreach-model-manual-to-reduce-risk-hiv-other-blood-borne-infections-in-drug
- c. Ethical Guidelines for the Delivery of Peer-based Recovery Support Services; https://www.naadac.org/assets/2416/whitew2007 the proact ethics workgroup.pdf;
- d. Substance Abuse and Mental Health Services Administration (SAMHSA) Recovery Community Services Program: Peer Support and Social Inclusion; https://www.samhsa.gov/homelessness-programs-resources/hpr-resources/integrating-peer-support-services and
- e. Center for Disease Control (CDC) Social Determinants of Health; https://www.cdc.gov/socialdeterminants/.

III. STAFF COMPETENCIES:

A. Performing Agency shall:

- 1. Ensure all CHW staff and Program Director who provide services:
 - a. are knowledgeable and competent in discussing HIV, HCV, and other communicable diseases associated with substance use and be able to demonstrate ability to discuss sexuality openly and comfortably; and
 - b. are knowledgeable and competent in discussing opioid overdose and be able to demonstrate ability to train individuals to use overdose reversal medications and harm reduction materials.
- 2. To build a diverse team, Performing Agency may hire CHW who are licensed or certified in other domains such as, Recovery Coaches, Peer Support, Licensed Chemical Dependency Counselors (LCDC), Licensed Nurses or medical staff, Social Workers, or other substance use related fields.
- 3. Require CHW to obtain Texas Department of State Health Services (DSHS) CHW certification: https://www.dshs.texas.gov/mch/chw.shtm within 6 months from date of Contract execution or start date of employment, whichever is later. Performing Agency shall provide a valid DSHS CHW certification for each CHW upon System Agency request.
- 4. Ensure the Program Director meets the following requirements:
 - a. Meet the competencies to become a DSHS Certified Community Health Worker;
 - b. Have a minimum of two (2) years of experience in one or more of the following:
 - i. substance use outreach:

- ii. substance use intervention; or
- iii. substance use treatment.
- c. Have a minimum of one (1) year of experience in at least two (2) of the following:
 - i. working with prison populations;
 - ii. working with individuals experiencing housing instability;
 - iii. working with individuals with Substance Use Disorders (SUD), HIV/STDs, and/or behavioral health issues;
 - iv. community health work; or
 - v. supervisory experience.
- 5. Ensure Program Director provides each staff member they supervise (CHW) with documented field observations and feedback at least once every six (6) months using the supervision document that has been approved and provided by System Agency. The documented field observations and feedback will be provided to System Agency upon request.
- 6. Ensure all CHW maintain their certification, and be in good standing, for the duration of employment under this Contract. All certifications shall be kept in the employee file for review by System Agency upon request.
- 7. Ensure there are self-care and/or team building activities provided to CHW, that will be held during work hours, and at least once per quarter. The self-care and or team building activities shall be documented in the quarterly report, for review by System Agency. At minimum, the documentation must include: activities and budget details.

IV. FINANCIAL ASSISTANCE:

- **A.** Financial assistance is allowable under this Contract to help eligible individuals when coordinating service linkage and retention activities to and from substance use, mental health, and medical services.
 - a. Financial assistance may include:
 - i. transportation needs to appointments;
 - ii. prescriptions or medicines needed;
 - iii. vision or hearing needs;
 - iv. clothing or personal hygiene items;
 - v. assistance for sober housing;
 - vi. employment or educational needs;
 - vii. other need not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.
 - b. Financial assistance will not be used for, the following:
 - i. Direct cash payment to individuals;
 - ii. Meals;
 - iii. Payments to attend treatment; or

- iv. Hypodermic needles or syringes for injection drug use. This is not an exhaustive list of unallowable expenditures.
- 1. Performing Agency shall maintain and document all financial assistance, and it will be summarized in the Quarterly Report, at minimum documentation shall include:
 - a. Date provided;
 - b. Dollar amount:
 - c. Item purchased; and
 - d. Client's identifier (examples: driver's license, Clinical Management for Behavioral Health Services (CMBHS) client number, first name and last initial).
- 2. Performing Agency may provide Financial assistance to eligible individuals; the financial assistance shall not exceed five percent (5%) of the respective fiscal year award.
- 3. Financial assistance above \$250 per individual, in a fiscal term, must be approved by System Agency.
- 4. If an incentive or alternative activity is not described within this Contract, Performing Agency shall contact System Agency staff for prior approval before implementation of the activity.

V. REPORTING REQUIREMENTS:

Performing Agency shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to SUD.Contracts@hhs.texas.gov assigned Subject Matter Expert (SME) with Substance Intervention Treatment Programs Unit and assigned contract manager by the required due date and report name described in Section VI. Submission Requirements:

- 1. Performing Agency shall submit all documents listed in the table displayed in this section by the due date stated.
- 2. Performing Agency will note that if the due date is on a weekend or holiday, the due date is the following business day.
- 3. Performing Agency shall develop, implement, and enforce a written policy for OrientedValues and Principles within 90 calendar days of Contract execution.
- 4. Performing Agency shall develop, implement, and submit a behavioral health disparities impact statement, no later than 60 calendar days of Contract execution.
- 5. Performing Agency shall submit System Agency provided Work Log by the 15th of the month preceding the end of each quarter. The Work Log, at a minimum, shall include a summary of:
 - a. Efforts performed by CHWs;
 - b. Financial assistance provided;
 - c. Distribution of materials;
 - d. Count of Opioid Reversal kits dispersed;

- e. Self-Care and/or Team building provided; and
- f. CHW or Program Director retention.
- 6. Performing Agency shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.
- 7. Performing Agency shall submit a Quarterly Report that will include the submission of: work logs; self-care and/or team building activities; and financial assistance.
- 8. Performing Agency shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
- 9. Performing Agency shall submit annual Contract Closeout documentation, this is required each state fiscal year, and a final contract closeout will be due October 15.
- 10. Performing Agency shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to SUD.Contracts@hhs.texas.gov.
- 11. Performing Agency will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.
- 12. Performing Agency's duty to submit documents will survive the termination or expiration of this Contract.
- 13. System Agency requires all deliverables excluding the CMBHS deliverables be submitted to SUD.Contracts@hhs.texas.gov.

VI. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Performing Agency shall:

- 1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current;
- 2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information;
- 3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator;
- 4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data:
- 5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and list of Performing Agency's employees, contracted

laborers and subPerforming Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before September 15th and March 15th to SUD.Contracts@hhs.texas.gov; and

6. Attend System Agency training on CMBHS documentation.

VII. SUBMISSION REQUIRMENTS

System Agency will monitor Performing Agency's performance of the requirements set forth in this revised Attachment A, as well as compliance with the Contract's terms and conditions.

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section II. A. 9	Oriented Values and	Within 90 calendar days of	SUD Contracts Mailbox
	Principles Written	Contract execution.	SUD.Contracts@hhs.texas.
	Policy		gov or alternative
			submission system
Section II. A. 12	Behavioral Health	Within 60 calendar days of	SUD Contracts Mailbox
	Disparities Impact	Contract execution, and Dec 1 st of	SUD.Contracts@hhs.texas.
	Statement	each fiscal year.	gov or alternative
			submission system
Section II. B. 1	Policies and Procedures	•	SUD Contracts Mailbox
		Contract execution.	SUD.Contracts@hhs.texas.
			gov or alternative
			submission system
Section II. B. 2	Quarterly Report	Quarterly; report includes the	SUD Contracts Mailbox
		previous Quarter information, as	SUD.Contracts@hhs.texas.
		follows:	gov or alternative
			submission system
		Q1 reporting period, due December 31st.	
		Q2 reporting period, due March	
		31st.	
		Q3 reporting period, due June 30th.	
		Q4 reporting period, due September 30th.	

Section V. 6	Financial Status Report (FSR)	Financial Status Report (FSR) Quarterly; report includes the previous Quarter information, as follows:	CMBHS
		Q1 reporting period, due December 31st.	
		Q2 reporting period, due March 31st.	
		Q3 reporting period, due June 30th.	
		Q4 reporting period, due September 30th.	
Attachment B,	Financial Status Report	Each FY Quarterly:	
Budget	to General Ledger	Q1: December 31st	SUD Contracts Mailbox
	worksheet	Q2: March 31st	SUD.Contracts@hhs.texas.
		Q3: June 30th	gov or alternative
		Q4: September 30 th	submission system
Section V. 8	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the current month.	CMBHS
Section V. 9	Closeout documents	Final closeout documents due	SUD Contracts Mailbox
		October 15 each fiscal year.	SUD.Contracts@hhs.texas.
			gov or alternative
			submission system
Section VII. 5	CMBHS Security	15 days after execution, September	SUD Contracts Mailbox
	Attestation Form and	15th & March 15th.	SUD.Contracts@hhs.texas.
	list of authorized users		gov or alternative
			submission system
Attachment A-1, F	Performance Measures	Invoice Report for previous	CMBHS
		month's activities due on the 15th	
		of the current month.	

VIII. DEFINITIONS

Definition of Health Disparities:

Healthy People 2020 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health;

cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

ATTACHMENT B BUDGET (REVISED AUGUST 2023)

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), requires Performing Agency compliance with 45 CFR Part 96, Subpart C, as applicable: https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c.
- B. Performing Agency shall comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, as well as any other applicable portions of 2 CFR 200, and the Texas Grant Management Standards (TxGMS).
- C. Performing Agency may access the Transactions List report in Clinical Management for Behavioral Health Services (CMBHS) to identify the amount of federal funds allocated to this award for each transaction.
- D. The Assisted Listing Number for the Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant is 93.959.
- E. The Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant, Assisted Listing Number 93.959 requires a five percent (5%) match from Performing Agency/Grantee.
- F. Invoice and Payment:
 - 1. Performing Agency must submit all monthly invoices to the System Agency through CMBHS. Performing Agency shall ensure the supportive documents for the expenditures are emailed to the assigned Contract Manager and copied to the Substance Use Disorder Contracts Mailbox: SUD.Contracts@hhs.texas.gov
 - 2. Performing Agency shall be paid on a monthly basis and in accordance with services performed under this Contract.
- G. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

H. Funding:

1. System Agency Share total reimbursements will not exceed **Two MILLION EIGHTY-EIGHT THOUSAND DOLLARS (\$2,088,000.00)** for the period from July 1, 2020 through August 31, 2024, allocated per state fiscal year (September 1 - August 31)(FY or Fiscal Year) as follows:

- a. FY 2020, July 1, 2020 through August 31, 2020: \$232,000.00.
- b. FY 2021, September 1, 2020 through August 31, 2021: \$464,000.00.
- c. FY 2022, September 1, 2021 through August 31, 2022: \$464,000.00.
- d. FY 2023, September 1, 2022 through August 31, 2023: \$464,000.00.
- e. FY 2024, September 1, 2023 through August 31, 2024: \$464,000.00.
- 2. Performing Agency's budgeted match requirement per Fiscal Year is as follows:
 - a. FY2020, July 1, 2020 through August 31, 2020: \$11,600.00.
 - b. FY 2021, September 1, 2020 through August 31, 2021: \$23,200.00.
 - c. FY 2022, September 1, 2021 through August 31, 2022: \$23,200.00.
 - d. FY 2023, September 1, 2022 through August 31, 2023: \$23,200.00.
 - e. FY 2024, September 1, 2023 through August 31, 2024: \$23,200.00.
- 3. The total amount of this Contract, including applicable match, will not exceed Two Million One Hundred Ninety-Two Thousand Four Hundred Dollars (\$2,192,400.00), as follows:
 - a. FY 2020, July 1, 2020 through August 31, 2020: \$243,600.00
 - b. FY 2021, September 1, 2020 through August 31, 2021: \$487,200.00
 - c. FY 2022, September 1, 2021 through August 31, 2022: \$487,200.00
 - d. FY 2023, September 1, 2022 through August 31, 2023: \$487,200.00
 - e. FY 2024, September 1, 2023 through August 31, 2024: \$487,200.00
- I. Cost Reimbursement Budget:
 - 1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing Agency shall *only* utilize the funding detailed in this **ATTACHMENT B** for approved and allowable costs. If Performing Agency requests to utilize funds for an expense not documented on the approved budget, Performing Agency shall notify, in writing, the System Agency assigned Contract Manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
 - 2. If needed, Performing Agency may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - a. Performing Agency is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment category. Performing Agency may transfer up to ten (10) percent of the state fiscal year Contract value without System Agency approval. Budget revisions exceeding the ten (10) percent requirement require System Agency's written approval.
 - b. Performing Agency may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in

Section (I) (2) (a), by submitting a written request to the assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide a Technical Guidance Letter (TGL) if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

- c. Performing Agency may revise the Cost Reimbursement budget "Equipment" and/or "Indirect Cost" Categories, however a formal Amendment is required. Performing Agency shall submit to the assigned Contract Manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
- d. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing Agency's indirect cost amount, which may require Performing Agency to provide additional supporting documentation to the assigned Contract Manager.

J. Categorical Budget:

1. Below is the approved Categorical Budget for fiscal years (FY) 2021, FY 2022, and FY 2023:

FY2021

PERSONNEL	\$235,364.00
FRINGE BENEFITS	\$112,975.00
TRAVEL	\$3,947.00
SUPPLIES	\$3,000.00
CONTRACTUAL	\$22,200.00
EQUIPMENT	\$23,888.00
OTHER	\$85,826.00
TOTAL DIRECT CHARGES	\$487,200.00
INDIRECT CHARGES	\$0.00
TOTAL CONTRACT VALUE	\$487,200.00
SYSTEM AGENCY SHARE	\$464,000.00
MATCH	\$23,200.00

FY2022

PERSONNEL	\$225,023.00
FRINGE BENEFITS	\$108,013.00
TRAVEL	\$16,595.00
SUPPLIES	\$9,079.00
CONTRACTUAL	\$10,200.00
EQUIPMENT	\$0.00
OTHER	\$118,290.00
TOTAL DIRECT CHARGES	\$487,200.00
INDIRECT CHARGES	\$0.00
TOTAL CONTRACT VALUE	\$487,200.00
SYSTEM AGENCY SHARE	\$464,000.00
MATCH	\$23,200.00

FY2023

PERSONNEL	\$241,598.00
FRINGE BENEFITS	\$108,199.00
TRAVEL	\$25,450.00
SUPPLIES	\$8,000.00
CONTRACTUAL	-
EQUIPMENT	-
OTHER	\$103,953.00
TOTAL DIRECT CHARGES	\$487,200.00
INDIRECT CHARGES	-
TOTAL CONTRACT VALUE	\$487,200.00
SYSTEM AGENCY SHARE	\$464,000.00
MATCH	\$23,200.00

HHSC Solicitation No. HHS0007805 HHSC Contract No. HHS000780500002 Amendment No. 2 Page 4 of 5 The Categorical Budget for FY 2024 can be found on ATTACHMENT B-1, CATEGORICAL BUDGET (FISCAL YEAR 2024).

Attachment B-1 Categorical Budget Fiscal Year 2024

Organization Name:	City of Lubbock Health Department		
Contract Number:	HHS000780500002		
Program ID:	Community Health Workers		
Region	1		

Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	\$226,928.00	\$0.00	\$0.00	\$226,928.00
Fringe Benefits	\$108,925.00	\$0.00	\$0.00	\$108,925.00
Travel	\$25,305.00	\$0.00	\$0.00	\$25,305.00
Equipment		\$0.00	\$0.00	\$0.00
Supplies	\$7,742.00	\$0.00	\$0.00	\$7,742.00
Contractual		\$0.00	\$0.00	\$0.00
Other	\$95,100.00	\$0.00	\$0.00	\$95,100.00
Total Direct Costs	\$464,000.00	\$0.00	\$0.00	\$464,000.00
Indirect Costs		\$0.00	\$0.00	\$0.00
Totals	\$464,000.00	\$0.00	\$0.00	\$464,000.00

Subcontracting

Subcontracting Percentage: 0.0%

Rev. 4/18

Match Contributions Required Match Percentage: 5% Calculated Match Percentage: 0% Required Match Amount: \$23,200.00 Calculated Match Amount: \$0.00 Required Match for contract he Source of Cash Match Funds Salary for Director of Public Health and Management Assistant and IT and Phone Charges Source of In Kind Match Funds Program Income Projected Earnings Source of Earnings

Non System Agency Fund	ling
------------------------	------

Direct Federal Funds:	\$0.00
Other State Agency Funds:	\$0.00
Local Funding Sources:	\$0.00
Other Funds:	\$0.00
Total Projected Non-System Agency Funding:	\$0.00

Personnel Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers
Region:	1
Fiscal Year:	FY24
Total Contract Value (System Agency+Match)	487,200.00
Date Submitted to HHSC:	7/20/2023

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Sou
	Provide oversight to the community health worker program by evaluating and monitoring performance of program staff. Monitor and track all program expenditures and							
	documentation in CMBHS. Salary was calculated adjusting for a 3% merit increase each							
Substance Use Service Coordinator	year.	.65			0.65	\$5,868	12	Cash
	Provide case management to substane using individuals and outreach services to communites that may be affected by substance use. Salary was calculated adjusting for a							
Case Manager - CHW Certified	3% merit increase each year.	2			2	\$3,972	12	Cash
	Provide direct support to substance using individuals to improve overall health and reduce homelesness within the popullation served. Works with Case Manager to ensure services are							
Health Promotion Worker - CHW Certified	delivered. Salary was calculated adjusting for a 3% merit increase each year.	1		1	2	\$2,995	12	Cash
	Administrative functions to support grant funded staff, including payroll, travel, processing							
Administrative Assistant	invoices and general admin support. Salary was calculated adjusting for a 3% merit increase each year.	.5			0.5	\$2,325	12	Cash
								
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Cash Total							
In Kind Match Total							
Salary Wage Total							

100

Fringe Benefits

Enter either the percentage

Total Fringe B

or Total Fringe

Fringe Benefit

In Kir Fringe Bene

List the types of costs that comprise your organization's fringe benefits

Certification Pay for 5 employees (\$23.08), (.1747) subject to TMRS, FICA 97.8%, Health Insurance(\$360.95 per pay period), Dental Insurance (\$15.55 per pay period), Phone Allowance for 5 employees (\$13.85 per pay period)

Travel Category Detail

 Organization Name:
 City of Lubbock Health Department

 Contract Number:
 HHS000780500002

 Program ID:
 Community Health Workers

Indicate Policy Used
Organization's Travel Policy *
State of Texas Travel Policy

Include travel policy in renewal response if using Organization's travel policy

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Othe
Local or State Conferences		City/State	Days	Elliployees	Cost				
Local or State Conferences	Attend Educational Addiction Focused Conference (20.5 CEUs)	TBD-USA	5	5		\$2,500	\$1,125	\$3,000	\$
Provider/Educational Conferences/Meetings	Attend Educational Addiction Focused Conference (20.5 CEUs)	TBD-USA	2	1		\$2,000	\$1,000	\$3,000	\$
	Attend Annual State Conference	TBD-USA	3	5		\$2,000	\$1,125	\$3,000	\$
	Attend the National Council for Wellbeing's National Conference- which covers national treatment and prevention strategies, as well as how to implement them locally.	TBD-USA	3	1		\$1,500	\$1,000	\$2,000	\$
Total Cash for Conference / Workshop									
Total In Kind Match for Conference / Workshop									

Other / Local Travel Costs

Total for Conference / Workshop Travel

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
Travel within region (cost for meals for 5 employees @ 26times)			\$0	\$455.00	Cash	\$455.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
Total Cash for Other / Local Travel		•				\$455.00
Total In Kind Match for Other / Local Travel						\$0.00
Total for Other / Local Travel						\$455.00

Cash Total	\$25,305.00
In Kind Match Total	\$0.00
Total Travel Costs:	405.005.00

Equipment Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Fur			
Cash Total							
In Kind Match Total							
Total Amount Requested for Equipment		<u> </u>					

Supplies Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification General office supplies needed to support the execution of the scope	Funding Source
	General office supplies needed to support the execution of the scope	•
	of work with efficiency and effectiveness. Office supplies include	
	of work with efficiency and effectiveness. Office supplies include journals for clients, planners, pens, paper, binders and other general	
fice Supplies	office supplies to support staff's work.	Cash
пос опринез	office supplies to support stall a work.	Casii
sh Total		
n Total ind Match Total		

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Total Amount Requested for Supplies

Contractual Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Contractor	Type	Description of Services	Justification	Payment	Payment	Number of	
		'		Basis		Payment	
				1			
				4		/	
Cash Total							
In Kind Match Total							
Total Amount Requested for Contractual							

Other Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification	Funding Source	Total Cost
IT support charges: These are the charges incurred by the	r urpose a sustinuation	1 dilding Source	Total Cost
department for IT support and licenses of software suchs as			
Microsoft, Adobe, Internet. The fee does not include			
computer workstations or laptops	Required for the employees to have access to internet and other software programs.	Cash	\$4,000.00
Rental Space: These are the charges incurred by the	Rquired for the employees to have adequate work area. These charges are incurred by	ouo.i	¥ 1,000
department for rent and electric of 1000 square feet	the department for rent and electric; as well as for the use of the conference room.	Cash	\$3,000.00
Telephone Services: Charges incurred by the department for		ouo.i	φο,οσσ.σσ
telephone services	Required for the employees to have access to a phone	Cash	\$3,000.00
Fleet Services: Charges incurred by the department for fleet	Trought of the chipsey of to have access to a priority	ouo.i	++,+++++
services. This includes maintenance, major repairs and			
insurance.	Required to support the maintence and upkeep of 3 vehicles	Cash	\$10,330.00
CPR and First Aid Certification \$50 x 5 staff=\$250	Meet staff competency requirements	Cash	\$250.00
Printing -City of Lubbock Print shop	City of Lubbock Print Shop charges for materials and handouts	Cash	\$3,000.00
First Aid Kits 100ct	To increase First aid and safety in elgibe popullation	Cash	\$350.00
Bags 1000 @ \$2.50each	Bags to hold condoms, literature, hygiene kits, first aid kits, and wound care kits	Cash	\$4.000.00
Wound Kits (80 @ \$9 per kit)	To improve wound care practices for the elgible population	Cash	\$720.00
Condoms (5 cases @ \$100 each)	To encourage safe sex practices for the eigible population	Cash	\$500.00
Lubricant (2 cases @ 100 each)	To encourage safe sex practices for the elgible population	Cash	\$200.00
Needle Cleaning Kits (100 @ \$5 each)	Harm reducton for injecting drug users		\$500.00
		Cash	
Hygiene kits (1000 @ \$10each)	To improve overall hygiene for the elgible population	Cash	\$13,000.00
Narcan Carry Case (80 @ \$ 15)	to Prevent Overdoses in the eligible population	Cash	\$1,200.00
Narcan(80 doses \$30 each)	to Prevent Overdoses in the eligible popullation	Cash	\$2,400.00
Preprinted Educational Material	To increase knowledge and awareness in the elgible popullation	Cash	\$6,000.00
	Fuel for program vehicles- for staff providing CHW services such as transportation of		
	clients to appointments, and for staff to meet with clients that are in custody or		
Auto Fuel (3 vehicles)	treatment facilities.	Cash	\$9,000.00
Client Support (up to \$250 per person)	To help population served access services	Cash	\$24,500.00
Conference Fee: State Conference	Conference fees for Educational CHW conferences - 5 Employees @ 400 each	Cash	\$2,000.00
Provider/Educational Conferences/Meetings	Conference fees for 5 Employees @150 each	Cash	\$750.00
Conference fee: Texas Association of Promotores & Community			
Health Workers	Conference fees for Local or State CHW conferences - 5 Employees @ 400 each	Cash	\$2,000.00
Health Workers Conference Fee: National Conference-TBD	Conference fees for National Conference - 1 Employees @ 400 each	Cash	\$400.00
Health Workers	Conference fees for National Conference - 1 Employees @ 400 each Requirement per grant funding		
Health Workers Conference Fee: National Conference-TBD Team Building and Self Care	Conference fees for National Conference - 1 Employees @ 400 each Requirement per grant funding Program Apparel to ensure staff are identified while providing services in the	Cash Cash	\$400.00 \$1,500.00
Health Workers Conference Fee: National Conference-TBD	Conference fees for National Conference - 1 Employees @ 400 each Requirement per grant funding	Cash	\$400.00
Health Workers Conference Fee: National Conference-TBD Team Building and Self Care	Conference fees for National Conference - 1 Employees @ 400 each Requirement per grant funding Program Apparel to ensure staff are identified while providing services in the	Cash Cash	\$400.00 \$1,500.00
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Cash Total			
In Kind Match Total			
Total Amount Requested for Other			

Indirect Category Detail

Organization Name:	City of Lubbock Health Department			
Contract Number:	HHS000780500002			
Program ID:	Community Health Workers			

Indirect Cost Basis

Selection

Governn

Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

	,			
Rate				
Туре				
туре				
Base				
Type of Costs	Included in the Rate			
,				

0	Non Governmental Entity Using Indirect Cost Rate
	The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)
	Rate
	Base
	Type of Costs Included in the Rate
	, you are a made an are made
0	Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan
	allocation plan submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link: http://www.System Agency.state.tx.us/contracts/ Types of Costs
	, year streets
	Allocation Base
Indirect Costs	
	Cash:
	Non System Agency Funds:
	Total Indirect Costs: \$0.00

ATTACHMENT C



Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective - July 2022

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 **DEFINITIONS**

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

- "Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.
- "Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.
- "<u>Deliverables</u>" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.
- "DSHS" means the Department of State Health Services.
- "Effective Date" means the date on which the Grant Agreement takes effect.
- "Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.
- "GAAP" means Generally Accepted Accounting Principles.
- "GASB" means the Governmental Accounting Standards Board.
- "Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.
- "HHSC" means the Texas Health and Human Services Commission.
- "Health and Human Services" or "HHS" includes HHSC and DSHS.
- "<u>Intellectual Property Rights</u>" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:
 - i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
 - ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
 - iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
 - iv. domain name registrations; and
 - v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.
- "Parties" means the System Agency and Grantee, collectively.
- "Party" means either the System Agency or Grantee, individually.

- "Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.
- "Signature Document" means the document executed by all Parties for this Grant Agreement.
- "Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "<u>Solicitation Response</u>" or "<u>Application</u>" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.
- "State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.
- "Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.
- "System Agency" means HHSC or DSHS, as applicable.
- "Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.
- "Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

- threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
- ii. Email to: single audit report@hhsc.state.tx.us.
- B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
- ii. Email to: single audit report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 Grantee's Pre-Existing Works

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Preexisting Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or email while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.

- Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized

- representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM

AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

- participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail CodeW206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313 Fax: (512) 438-5885

Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

HEALTH AND HUMAN SERVICES Contract Number HHS000780500002

Attachment <u>D</u> CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

• SAO Toll Free Hotline: 1-800-TX-AUDIT

• SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

• OIG Toll Free Hotline 1-800-436-6184

• OIG Website: ReportTexasFraud.com

• Internal Affairs Email: Internal Affairs Referral@hhsc.state.tx.us

• OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.

• OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline MC 1300

P.O. Box 85200 Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- 1. all persons employed by Contractor to perform duties within Texas; and
- 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - 1. Name of individual(s) (Contractor or employee(s));
 - 2. Status;
 - 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 - 4. The date the employment was terminated and the reason for the termination; and
 - 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- 1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- 2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- 3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following: City of Lubbock **Legal Name of Contractor** Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as') Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed. DocuSigned by: August 28, 2023 Tray Payne 37610FE32C114BD... **Signature of Authorized Representative Date Signed** Tray Payne Mayor **Printed Name of Authorized Representative Title of Authorized Representative** First, Middle Name or Initial, and Last Name 1314 Ave K Lubbock, Texas 79401 **Physical Street Address** City, State, Zip Code Mailing Address, if different City, State, Zip Code 806752010 **Phone Number** Fax Number TrayPayne@mylubbock.us 058213893 **Email Address DUNS Number** 7560005906 00017560005906 **Federal Employer Identification Number Texas Identification Number (TIN)** N/A N/A **Texas Franchise Tax Number Texas Secretary of State Filing** Number 1xdnekwrvkj6 **SAM.gov** Unique Entity Identifier (UEI)

ATTACHMENT E



Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee to develop and submit a Turnover Plan at any time during the term of the Grant Agreement. Grantee must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement.

2. TURNOVER ASSISTANCE

Grantee will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement and transfer the performance and obligations of the Grant Agreement to another Grantee or to System Agency if necessary. Grantee agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement and remains in effect until completed to the satisfaction of System Agency.

3. TRADEMARK LICENSE

System Agency grants to Grantee, for the term of the Grant Agreement, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee is in compliance with all provisions of the Grant Agreement;
- ii. Grantee's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement or as otherwise communicated by System Agency;
- iii. Grantee takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee complies with any marking requests System Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "TM" for unregistered trademarks.

4. TRADEMARK OWNERSHIP

Grantee acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

5. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

6. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse:
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

7. NOTICE OF A LICENSE ACTION

Grantee shall notify the assigned System Agency contract manager in writing of any action impacting Grantee's license to provide services under this Grant Agreement within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Date of the license action; and
- iv. License or case reference number.

8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

A. Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility.

9. Consent to Medical, Dental, Psychological, and Surgical Treatment of a Child

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

10. TELEMEDICINE/TELEHEALTH SERVICES

If Grantee or its sub-contractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
- ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
- iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws:
- iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- vi. Priority in scheduling the system for clinical care of individuals;
- vii. Quality oversight and monitoring of satisfaction of the individuals served; and
- viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites. Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

A. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited

English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at https://www.lep.gov/.

- B. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- C. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

12. THIRD PARTY PAYORS

- A. Except as provided in this Grant Agreement, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
- B. As applicable, the Grantee shall:
 - i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement that may be covered by those programs and bill those programs for the covered services;
 - ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
 - iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
 - iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
 - v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
 - vi. Bill all third party payors for services provided under this Grant Agreement before submitting any request for reimbursement to System Agency; and
 - vii. Provide third party billing functions at no cost to the client.

13. HIV/AIDS MODEL WORKPLACE GUIDELINES

- A. Grantee shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.
- B. Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

14. MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

15. Interim Extension Amendment

- A. Prior to or on the expiration date of this Grant Agreement, the Parties agree that this Grant Agreement can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - i. Continue provision of services in response to a disaster declared by the governor; or
 - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee will provide and invoice for services in the same manner that is stated in the Grant Agreement.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

16. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

A. Applicability

- i. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Grant Agreement requires Grantee to perform a service or supply goods that include ICT that: (i) HHS employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Grant Agreement, unless the parties agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Grant Agreement.
- ii. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

B. Definitions

The legacy term "Electronic and Information Resources" (EIR) and the term "Information and Communication Technology" (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Grant Agreement specifications, and other Grant Agreement management documents. To the extent that any other of the following definitions conflict

with definitions elsewhere in this Grant Agreement, the following definitions are applicable to this section only.

- i. "Accessibility Standards" refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
- ii. "Information and Communication Technology (ICT)" is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
- iii. "Information and Communication Technology Accessibility Standards" refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
- iv. "Web Accessibility Standards/Specifications" refers to the web standards contained in WCAG 2.0 Level AA.
- v. "Products" means information resources technologies that are, or are related to, ICT.
- vi. "Service" means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

C. Accessibility Requirements

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

D. Evaluation, Testing and Monitoring

- i. HHS may review, test, evaluate and monitor Grantee's Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a grant agreement. Testing and monitoring may include user acceptance testing.
- ii. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
- iii. Grantee agrees to cooperate fully and provide HHS and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

E. Representations and Warranties

- i. Grantee represents and warrants that: (a) as of the effective date of the Grant Agreement, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency's client or recipient after the Grant Agreement expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Grant Agreement term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.
- ii. In the event Grantee should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.
- iii. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement.
- iv. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

- i. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
- ii. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement and other applicable law.

17. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project << n or before *insert date*>> << within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

18. DUPLICATION OF FUNDING

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally,

Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement and returned to System Agency.

19. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee shall immediately report in writing to its assigned System Agency contract manager when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

20. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee shall notify the assigned System Agency contract manager if Grantee has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

21. NOTICE OF BANKRUPTCY

Grantee shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee.

22. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee's Contact Person or Key Personnel.

23. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS

Grantee shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee owed to the Internal

Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee's becoming aware of such.

24. HHSC VENDOR ACCESS

At HHSC's request, Grantee will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Grantee's facilities. Grantee may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

25. HHSC APPROVAL OF STAFFING

- A. Grantee shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Grantee shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Grantee shall be responsible to HHSC for the acts and omissions of the Grantee's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Grantee shall enforce strict discipline among the Grantee's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.
- B. Any person employed by the Grantee shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Grantee from work relating to the Contract.

26. NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee's becoming aware of such.

27. Breach Of Contract And Liquidated Damages

A. Contract Monitoring

System Agency:

- i. Will monitor Grantee for programmatic and financial compliance with this Contract and;
- ii. May impose liquidated damages for any breach of this Contract.
- iii. At its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.

iv. May allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

B. Liquidated Damages

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency are difficult or impossible to determine or quantify with precise accuracy. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. The liquidated damages prescribed in this section are not intended to be in the nature of a penalty but are intended to be reasonable estimates of System Agency's projected financial loss and damage resulting from the Grantee's nonperformance, including financial loss. Accordingly, in the event Grantee fails to perform in accordance with the Contract, System Agency may assess liquidated damages as provided in this section. System Agency may impose liquidated damages of:

- i. \$500 for the first occurrence of noncompliance during a fiscal year;
- ii. \$750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
- iii. \$1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

C. Contract Repayment

System Agency may elect to collect liquidated damages as set-off against payments then due to Grantee or that become due at any time after assessment of liquidated damages. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations. System Agency may also elect to collect liquidated damages through direct assessment and demand for payment delivered to Grantee.

D. Notice of Liquidated Damages

System Agency will formally notify Grantee in writing when liquidated damages actions are imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within ten (10) calendar days of receipt of the notice, to the SUD email box, <u>SUD.Contracts@hhs.texas.gov</u> and copied to the assigned Contract Manager.

A submitted appeal must:

- i. Include documented proof that Grantee submitted the information by the due date or received an exemption from the System Agency.
- ii. Demonstrate the findings on which the Liquidated Damage are based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final, and the remedy shall be imposed.

28. BLOCK GRANT SUPPLEMENT

The following are important details regarding federal award requirements for Grantees funded with Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant (SUPTRS) funds:

- 1. The Assistance Listing Number for the SUPTRS is 93.959.
- 2. The award period covers the term identified in the Contract.

As a subrecipient of the SUPTRS, the Grantee must adhere to each of the applicable requirements below:

A. 45 CFR § 96.127 REQUIREMENTS REGARDING TUBERCULOSIS (TB)

- a. The Grantee receiving substance abuse block grant funds for operating a substance use disorder treatment program must follow procedures as directed by the System Agency, which addresses how the Grantee:
 - i. Will, directly or through referral to public or nonprofit private entities, make available tuberculosis services to each client receiving treatment. Tuberculosis services include, but are not limited to:
 - 1) Counseling on tuberculosis;
 - 2) Testing to determine infection with mycobacteria tuberculosis; and
 - 3) Providing for or referring for medical evaluation and treatment;
 - ii. Will locate tuberculosis services for infected individuals and ensure the individual is admitted into services and not to a waitlist; and
 - iii. Will implement infection control procedures established by the System Agency, which are designed to prevent the transmission of tuberculosis, including the following:
 - 1) Screening of clients;
 - 2) Identification of those individuals who are at high risk of becoming infected; and
 - 3) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including the Code of Federal Regulations (CFR) 42 CFR Part 2.
- b. Grantee will conduct case management activities to ensure that individuals receive such services.
- c. Grantee will develop strategies for monitoring the program compliance with this section.
- d. Grantee will ensure individuals identified with active tuberculosis will be reported to the appropriate State official as required by law and consistent with paragraph (a)(3)(iii) of

CFR §96.122.

B. 45 CFR § 96.128 REQUIREMENTS REGARDING HUMAN IMMUNODEFIECIENCY VIRUS (HIV)

- a. Grantee awarded HIV treatment funding must perform the following:
 - Establish linkages with a comprehensive community resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services;
 - ii. Follow all procedures developed by System Agency, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Communicable Disease Officer;
 - iii. Comply with § 96.137 regarding payment and § 96.135 regarding restrictions on expenditure of grant; and
 - iv. Ensure all services will be undertaken voluntarily by, and with the informed consent of, the individual, and undergoing such services will not be required as a condition of receiving treatment services for substance abuse or any other services.

C. 45 CFR § 96.129 REVOLVING FUNDS FOR ESTABLISHMENT OF HOMES IN WHICH RECOVERING SUBSTANCE ABUSERS MAY RESIDE

- a. If the Grantee is awarded a contract to implement and maintain housing, the Grantee will ensure ongoing operation of a revolving fund and oversight of the housing as follows:
 - i. The purpose of the revolving loan fund is to make loans for the costs of establishing programs for the provision of housing in which individuals recovering from alcohol and drug abuse may reside in groups of not less than six individuals;
 - ii. Not less than \$100,000 will be available for the revolving fund;
 - iii. Loans made from the revolving fund do not exceed \$4,000 and that each such loan is repaid to the revolving fund not later than 2 years after the date on which the loan is made:
 - iv. Each such loan is repaid by such residents through monthly installments by the date specified in the loan agreement involved;
 - v. The use of alcohol or any illegal drug in the housing provided by the program will be prohibited;
 - vi. Any resident of the housing who violates such prohibition will be expelled from the housing;

- vii. The costs of the housing, including fees for rent and utilities, will be paid by the residents of the housing; and
- viii. The residents of the housing will, through a majority vote of the residents, otherwise establish policies governing residence in the housing, including the manner in which applications for residence in the housing are approved.
- b. Expenditure in this project will be for, but not limited to:
 - i. First month's rent, necessary furniture (e.g., beds),
 - ii. Facility modifications (e.g., conversion of basement into a game room or extra bedrooms), and
 - iii. Purchase of amenities which foster healthy group living (e.g., dishwasher).
- c. Grantee will abide by all Federal, State, and local laws and regulations when managing the revolving loan fund.
- d. Grantee shall establish a procedure and process for applying for a loan under the program which may include completion of the application, personal interviews, and submission of evidence to support eligibility requirements, as well as establish a written procedure for repayment which will set forth reasonable penalties for late or missed payments and liability and recourse for default.
- e. Grantee will keep a written record of the number of loans and amount of loans provided, the identities of borrowers and the repayment history of each borrower and retain it for no less than three years or the state's retention policy.

D. 45 CFR § 96.131 TREATMENT SERVICES FOR PREGNANT WOMEN

- a. Grantee must give preference in admission to pregnant women who seek or are referred for and would benefit from SUPTRS-funded treatment service.
- b. If the Grantee serves an injecting drug-abusing population, the Grantee must give preference to treatment as follows:
 - i. Pregnant injecting drug users.
 - ii. Other pregnant substance abusers.
 - iii. Other injecting drug users.
 - iv. All others.
- c. The Grantee must refer pregnant women to System Agency when the Grantee has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- d. Grantee must make interim services available within forty-eight (48) hours to

pregnant women who cannot be admitted because of lack of capacity.

- e. Grantee must offer interim services, when appropriate, that include, at a minimum, the following:
 - i. Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
 - ii. Referral for HIV or TB treatment services, if necessary.
 - iii. Counseling pregnant women on the effects of alcohol and other drug use on the fetus.
 - iv. Refer pregnant women for prenatal care.

E. 45 CFR § 96.132 ADDITIONAL REQUIREMENTS

- a. Grantee must make continuing education in substance abuse treatment and prevention available to employees who provide the services.
- b. Grantee must have in effect a system to protect patient records from inappropriate disclosure, and the system must:
 - i. Comply with all applicable state and federal laws and regulations, including 42 CFR Part 2; and
 - ii. Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

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Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify all notice to HHSC detailing which of the below statements they cannot c		ction, they must provide written	
old your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?			
A. Certification Regarding Percent of Annual Gross from Fe	ederal Awards		
Did your organization receive 80% or more of its annual gross revenue	from federal awards during the prece	ding fiscal year?	
B. Certification Regarding Amount of Annual Gross from Fe	ederal Awards		
Did your organization receive \$25 million or more in annual gross reve	nues from federal awards in the prece	ding fiscal year?	
If your answer is Yes to both questions A and B, you must answer que	stion C.		
If your answer is No to either question A or B, skip question C and con	tinue to section D.		
C. Certification Regarding Public Access to Compensation	Information		
Does the public have access to information about the highly compensa parent organization, all branches and all affiliates worldwide) through p Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the section 6104	eriodic reports filed under Section 13(
	he top five highly compensated officer	rs/senior executives.	
Name of Officer or Senior Execu	utive	Total Compensation	
1.			
2.			
3.			
4.			
5.			
D. Signatures			
As the duly authorized representative (signer) of the contractor, I herek true, complete and correct to the best of my knowledge. —Docusigned by:	y certify that the statements made by	me in this certification form are	
tray Payne	August 28, 2023		
37610FE32C114BD Signature of Authorized Representative	Date		
Printed Name of Authorized Representative Tray Payne	Title of Authorized Representative Mayor		
Legal Name of Contractor City of Lubbock	Unique Entity Identifier		
Applicable HHSC Contract No.(s):			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 1: Contract Information							
	New Contract Number HHS000780500002			x	Amendment Number 2		
	New Work Order Number					Amendment Number	
	tractor Legal Business Name:						
City	of Lubbock						
Tota	al Contract Value (Including Renewals) \$2,192	2,400.00				ed as the estimated dollar amount that t executed and proposed amendments, ext	
	uesting Agency/Program SC MSS-SUDCMU						
	tract Manager Name			Contract M			Contract Manager Phone
Cris	stina Bunyard			cristina.bu	inyard(Dhhs.texas.gov	N/A
Pur	chaser/Buyer Name			Purchaser	/Buyer	Email	Purchaser/Buyer Phone
required approvers listed in Section 2 must include the contract manager, program staff, and legal approval; legal approval may be provided by email for boilerplate template contracts. All contract-specific approvers, except for the contract signatory who will review and approve in DocuSign, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed below. Is this a legal approved boilerplate template? Yes No If "Yes" attach Proof of Approval Approver Title Approver Name Approver E-mail Address					his section to approve the contract in		
1.	Contract Analyst	Cristina	Buny	ard		cristina.bunyard@hhs.texas.q	gov
2.	Contract Administration Man	James I	Driscol	I		james.driscoll@hhs.texas.gov	,
3.	Legal	Christin	a Gard	cia		Christina.Garcia03@hhs.texa	s.gov
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							

Effective 10/23/2017 -1 - Revised 01/13/2022



CONTRACT ROUTING AND APPROVAL REQUEST



DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
\$20,000,000 and over				
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov		

OIG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
\$20,000,000 and over		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

DSHS Contracts

\$20,000,000 up to \$49,999,999

Name	E-mail Address			
Andy Marker	Edward.Marker@hhs.texas.gov			
Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov			
\$50,000,000 and over				
Andy Marker	Edward.Marker@hhs.texas.gov			
Karen Ray	Karen.Ray@hhs.texas.gov			
	Andy Marker Cynthia Hernandez Andy Marker			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Name	E-mail Address		
	E-Mail Address		
Tray Payne	TrayPayne@mylubbock.us		
Gloria Diaz	gdiaz@mylubbock.us		
Sonja Gaines	sonja.gaines@hhs.texas.gov		
SA Mailbox	SUD.Contracts@hhs.texas.gov		
Cristina Bunyard	cristina.bunyard@hhs.texas.gov		
* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.			
	Gloria Diaz Sonja Gaines SA Mailbox Cristina Bunyard		

Please cc: Katherine Wells at: kwells@mylubbock.us

FCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



INSTRUCTIONS

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPS Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515

Section 1: To be completed by Program.

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPS Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, **except for the contract signatory who will review and approve in DocuSign**, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins

Section 3: Required Approvals.

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Effective 10/23/2017 - 4 - Revised 01/13/2022

Certificate Of Completion

Envelope Id: B3A4210713B1415BA90EC51DDF0BCE39

Subject: Amending \$2,192,400.00; HHS000780500002; City of Lubbock A-2; HHSC/MSS-SUDCMU

Procurement Number: Source Envelope:

Document Pages: 107

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St. Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.132.64

Record Tracking

Status: Original

8/14/2023 9:57:32 AM

Storage Appliance Status: Connected

Security Appliance Status: Connected

Holder: Texas Health and Human Services

Commission

Signatures: 4

Initials: 0

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

Tray Payne

TrayPayne@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

> tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/15/2023 7:07:25 AM Resent: 8/23/2023 12:35:09 PM Resent: 8/23/2023 2:13:34 PM Resent: 8/24/2023 11:08:45 PM

Viewed: 8/25/2023 2:18:27 PM Signed: 8/28/2023 8:53:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sonja Gaines

Sonja.Gaines@hhs.texas.gov

NoSG

Security Level: Email, Account Authentication

(None)

DocuSigned by: Sonja Gaines 147CCA4134D941B

Signature Adoption: Pre-selected Style Using IP Address: 151.124.105.51

Signed using mobile

Sent: 8/28/2023 8:54:04 AM Viewed: 8/28/2023 10:05:57 AM Signed: 8/28/2023 10:06:09 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Timestamp

Editor Delivery Events Status Timestamp

Signature

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Status

Carbon Copy Events

Cristina Bunyard

cristina.bunyard@hhs.texas.gov

Contract Specialist IV

Security Level: Email. Account Authentication

(None)

COPIED

Timestamp

Sent: 8/15/2023 7:07:24 AM Viewed: 8/16/2023 8:35:45 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	COPTED	Sent: 8/24/2023 11:08:36 PM
gdiaz@mylubbock.us	COPIED	Viewed: 8/25/2023 8:12:30 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	COPTED	Sent: 8/24/2023 11:08:37 PM
kwells@mylubbock.us	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
SA Mailbox	CORVER	Sent: 8/23/2023 2:17:01 PM
SUD.Contracts@hhs.texas.gov	COPIED	Viewed: 8/23/2023 2:22:20 PM
Security Level: Email, Account Authentication		

Electronic Record and Signature Disclosu Not Offered via DocuSign	ure:	
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2023 7:07:24 AM
Envelope Updated	Security Checked	8/23/2023 2:17:01 PM
Envelope Updated	Security Checked	8/24/2023 11:08:36 PM
Envelope Updated	Security Checked	8/24/2023 11:08:36 PM
Envelope Updated	Security Checked	8/24/2023 11:08:36 PM
Certified Delivered	Security Checked	8/28/2023 10:05:57 AM
Signing Complete	Security Checked	8/28/2023 10:06:09 AM
Completed	Security Checked	8/28/2023 10:06:09 AM
Payment Events	Status	Timestamps

(None)



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500003, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide Treatment for Youth (TRY) funding, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to revise the Statement of Work to update references and reporting requirements, and to update the block grant title to comply with U.S. Health and Human Services revision of the block grant, in addition to other modifications as stated herein. All amendments and modifications are stated in the contract agreement.

The effective date of the amendment is August 31, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024, is \$57,497. This amount has been appropriated in the budget for FY 2024. A 5% match is required for this contract.

Staff/Board Recommending

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

Attachments

Resolution

5.32 AdobeDEPARTMENT OF STATE HEALTH SERVICES

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000779500003, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, to provide Treatment for Youth (TRY) funding, by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on	
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Bill Howerton, Deputy City Manager	
APPROVED AS TO FORM:	
Rachael Foster, Assistant City Attorney	

RES.HHSC Contract No. HHS000779500003 Amendment No.3 Ratification 8.25.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500003 AMENDMENT NO. 3

The HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee"), collectively referred to as the "Parties" to that certain Treatment for Youth (TRY) Contract effective August 1, 2020, and denominated HHSC Contract No. HHS000779500003 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC desires to revise the Statement of Work to update references and reporting requirements; and

WHEREAS, the desires to update the block grant title to comply with U.S. Health and Human Services revision of the block grant, and make other modifications as stated herein.

Now, Therefore, the Parties amend and modify the Contract as follows:

- 1. ATTACHMENT A, STATEMENT OF WORK (APRIL 2021), is deleted in its entirety and replaced with ATTACHMENT A, REVISED STATEMENT OF WORK (AUGUST 2023), which is attached to this Amendment and incorporated into the Contract for all purposes.
- 2. ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (OCTOBER 2022), is deleted in its entirety and replaced with ATTACHMENT B, REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023), which is attached to this Amendment and incorporated into the Contract for all purposes.
- 3. ATTACHMENT H, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM, is attached to this Amendment and incorporated into the Contract and Grantee is required submit a completed certification to meet the federal requirement.
- 4. All references to Substance Abuse (SABG) Block Grant or Substance Abuse Prevention and Treatment (SAPT) Block Grant in the Contract and all attachments and exhibits, as amended, are replaced with Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant without the need for modifying each Contract document.
- 5. This Amendment shall be effective on August 31, 2023.
- 6. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 7. Any further revisions to the Contract shall be by written agreement of the Parties.
- 8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE FOR AMENDMENT No. 3

HHSC CONTRACT No. HHS000779500003

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK	
Pocusigned by: Roderick Swan E79F19B7A71B4AD	DocuSigned by: Tray Payne 37610FE32C114BD	
By:	By:	
Roderick Swan	Tray Payne	
Associate Commissioner	Mayor	
August 28, 2023	August 28, 2023	
Date of Signature:	Date of Signature:	

ATTACHMENT A REVISED STATEMENT OF WORK (AUGUST 2023)

SECTION I: PURPOSE

- **A.** Grantee shall provide substance use disorder treatment services to the target population at one or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide (currently available at: https://www.hhs.texas.gov/providers/behavioral-health-services-providers/substance-use-service-providers) and the American Society of Addiction Medicine (ASAM) criteria (currently available at: www.asam.org), which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.
 - 1. Outpatient Treatment Services (ASAM Level 1 Outpatient Services)
 - 2. Supportive Residential Treatment Services
 (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
 - 3. Intensive Residential Treatment Services
 (ASAM Level 3.5 Clinically Managed High Intensity Residential Services)

B. TREATMENT FOR YOUTH (TRY) Program Target Population

Youth Texas residents who meet client eligibility requirements for HHSC-funded substance use disorder services as stated in the SUD Program Guide.

SECTION II: SERVICE REQUIREMENTS

A. Administrative Requirements

- 1. Grantee shall adhere to the most current SUD Program Guide.
- 2. Grantee shall provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD and restore functions while promoting recovery.
- 3. Grantee shall adhere to Level of Care/Service Type licensure requirements.
- 4. Grantee shall comply with all applicable Texas Administrative Code (TAC) rules related to SUD treatment.
- 5. Grantee shall document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require client or staff signature must be maintained according to TAC requirements and made available to HHSC for review upon request.
- 6. In addition to TAC and SUD Program Guide required policies and procedures, Grantee shall develop and implement organizational policies and procedures, which must be provided to System Agency upon request, for the following:
 - i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
 - ii. All published marketing materials, which must include state and federal

- priority populations for Treatment Programs admissions; and
- iii. Client retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance.
- 7. Grantee shall ensure that its Program Directors participate in their specific program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Grantee executive management may participate in the conference calls.
- 8. Grantee shall actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
- 9. Grantee shall adhere to Youth Program and Adult Program requirements and provisions as provided in the SUD Program Guide.
- 10. Grantee shall ensure compliance with Client Eligibility requirements which includes Texas residence eligibility, Financial Eligibility, and clinical eligibility as specified in SUD Program Guide.
- 11. Grantee shall develop a local agreement with the Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information in accordance with the consent form.
- 12. Grantee shall adhere to Memorandums of Understanding requirements as stated in the SUD Program Guide.

B. Service Delivery

- 1. Grantee shall adhere to the requirements in the Federal Priority Populations for Treatment Programs and State Priority Populations for Treatment Programs section of the SUD Program Guide.
- 2. Grantee shall maintain Daily Capacity Management Report in CMBHS as required in the SUD Program Guide.
- 3. Grantee shall maintain a wait list to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately and:
 - i. If there is an individual identified as a federal and State priority population on the wait list, then Grantee that has shall confirm this in the Daily Capacity Management Report;
 - ii. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours from when efforts to refer to other appropriate services are exhausted;
 - iii. Grantee shall offer services directly or through referral interim services to waitlisted individuals;
 - iv. Establish a wait list that includes priority populations and interim services that are available while awaiting admission to treatment services; and
 - v. Develop a mechanism for maintaining contact with individuals awaiting admission.
- 4. If unable to provide admissions to individuals within *Federal Priority Populations* for Treatment Programs and State Priority Populations for Treatment Programs according to the SUD Program Guide, then Grantee shall:
 - i. Implement written procedures that address maintaining weekly contact with

- individuals waiting for admissions as well as what referrals are made when a client cannot be admitted for services immediately;
- ii. When Grantee cannot admit a client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider is notified;
- iii. Coordinate with an alternate provider for admission within forty-eight hours;
- iv. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate;
- v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment;
- vi. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to individual as stated in the SUD Program Guide; and
- vii. When an individual is placed on a Wait list, Grantee shall screen and document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

- 1. Grantee shall comply with all applicable rules for SUD programs in the TAC regarding Screening and Assessment and the *State Information, Rules, and Regulations* section of the SUD Program Guide.
- 2. Grantee shall conduct the screening in a confidential, face-to-face interview.
- 3. Grantee shall document assessment in CMBHS.
- 4. Grantee shall document Financial Eligibility in CMBHS as required in the SUD Program Guide.
- 5. Grantee shall conduct and document a CMBHS SUD initial assessment with the client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including Tuberculosis, Hepatitis B and C, sexually transmitted infection (STI), Human Immunodeficiency Virus (HIV). If the client:
 - i. Indicates risk for these communicable diseases, Grantee shall refer the client to the appropriate community resources for further testing and counseling; and
 - ii. Is at risk for HIV, Grantee shall refer the client to pre- and post-test counseling on HIV; and
 - iii. Is living with HIV, Grantee must refer the client to the appropriate community resources to complete the necessary referrals and health related paperwork.
- 6. The Initial Screening or Initial Assessment must be signed by a Qualified Credential Counselor (QCC) and filed in the client record within 3 Service Days of admission or Grantee may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) calendar days preceding admission.

D. Treatment Planning, Implementation, and Review

1. Grantee shall comply with all applicable rules for SUD programs in the TAC regarding Treatment Planning, Implementation and Review.

- 2. Grantee shall collaborate actively with clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan must document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a projected length of stay for each client.
- 3. Grantee shall document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the client.
- 4. The treatment plan must be signed by a QCC and filed in the client record within 5 service days of admission.

E. Discharge

- 1. Grantee shall comply with all applicable rules in the TAC for SUD Programs regarding Discharge.
- 2. Grantee shall develop and implement an individualized discharge plan with the client to assist in sustaining recovery.
- 3. Grantee shall document in CMBHS the client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Grantee must make appropriate referrals and document in the client record. A client's treatment is considered successfully completed if the following criteria are met:
 - i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS;
 - ii. All problems on the treatment plan have been addressed; and
 - iii. Treatment plan component of CMBHS is used to create a final and completed treatment plan version.
- 4. Problems designated as "treat" or "case manage" status in the client record must have all objectives resolved prior to discharge. Problems further flagged as:
 - i. "Referred" must have associated documented referrals in CMBHS;
 - ii. "Deferred" must be reassessed. All deferred problems must be resolved prior to successful discharge, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
 - iii. "Withdrawn" must have clinical justification reflected in CMBHS through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

- 1. Grantee shall comply with all applicable rules in the TAC for SUD programs and the *State Information*, *Rules*, *and Regulations* section of the SUD Program Guide.
- 2. Grantee shall deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
- 3. Grantee shall accept referrals from the OSAR.
- 4. Grantee shall provide evidenced-based education at minimum on the following

- topics: Tuberculosis, HIV, Hepatitis B and C, Sexually Transmitted Infections/Diseases, and health risks of tobacco and nicotine product use.
- 5. As needed, Grantee shall conduct and record an assessment, including relevant documentation, in CMBHS, to aid the ultimate success of the client.
- 6. Grantee shall ensure client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
- 7. Grantee shall provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for clients, families, and/or significant others.
- 8. Grantee shall provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
- 9. Grantee shall ensure that clients have the right to define their "families" broadly to include biological relatives, and significant others to be included in the SUD treatment process, which includes family counseling and family group of the Family Support Network components of the curriculum.
- 10. Grantee shall ensure that clients and their family are referred to community support services.
- 11. Grantee shall provide overdose prevention education to all clients.
- 12. Grantee shall conduct specific overdose prevention activities with clients with opioid use disorders and those clients that use drugs intravenously.
- 13. Grantee shall directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
- 14. Grantee shall ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment by:
 - i. Assessing all clients for tobacco use and clients seeking to cut back or quit.
 - ii. If the client indicates wanting assistance with cutting back or quitting, referring client to appropriate tobacco cessation treatment.
 - iii. Obtaining parental consent, if applicable, to refer client for tobacco cessation materials.
- 15. Grantee shall utilize System Agency as the payer of last resort if the Client has other or outside funding available (i.e., wages, insurance, etc.).

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

- **A.** All personnel must receive the training and supervision necessary to ensure compliance with: (1) System Agency rules, (2) standards regarding provision of appropriate and individualized treatment, and (3) standards regarding protection of client health, safety, and welfare.
- **B.** Grantee shall ensure that all direct care staff receive a copy of this Statement of Work and SUD Program Guide.
- **C.** Grantee shall ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.

- **D.** Grantee shall ensure compliance with all applicable rules in the TAC for SUD Programs regarding Personnel Practices and Development and the *Personnel Requirements and Documentation* section of the SUD Program Guide.
- **E.** Within 90 business days of hire and prior to service delivery, all direct care staff must have specific documented training on the following topics:
 - 1. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
 - 2. Trauma-informed care;
 - 3. Cultural competency;
 - 4. Harm reduction trainings;
 - 5. HIPAA and 42 CFR Part 2 training; and
 - 6. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training, available at: www.centralizedtraining.com.
- **F.** Grantee shall ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
- **G.** Grantee shall ensure all direct care staff complete a minimum of cumulative 10 hours of training each FY in any of the following areas:
 - 1. Motivational Interviewing Techniques;
 - 2. Cultural competencies;
 - 3. Reproductive health education;
 - 4. Risk and harm reduction strategies;
 - 5. Trauma Informed Care; or
 - 6. Suicide prevention and intervention.
- **H.** QCCs are individuals in the Grantee staff responsible for planning, directing, or supervising treatment services.
- I. Grantee shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing SUD treatment.
- **J.** SUD counseling must be provided by a QCC, or Chemical Dependency Counselor Intern. SUD education and life skills training must be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
- **K.** Licensed Counselors shall not provide services outside the scope of practice of the counselor's licensure or use techniques that exceed the counselor's license authorization or professional competence.
- L. Grantee shall develop a policy and procedure on staff training, available for System Agency review, to ensure that information is gathered from clients in a respectful, nonthreatening, and culturally competent manner.

- **M.** Grantee shall adapt services and accommodate persons as appropriate to meet the needs of special populations.
- **N.** Grantee shall adhere to 25 TAC Rule 448.804 (Treatment Planning, Implementation and Review) regarding direct care staff knowledge, skills, and abilities.
- **O.** Grantee shall ensure direct care staff in youth programs have the knowledge, skills, and abilities to provide services to youth, as they relate to the individual's job duties.
- **P.** Grantee shall demonstrate through documented training, credentials, and/or experience that all direct care staff are proficient in areas pertaining to youth services, including but not limited to areas regarding substance use, misuse and substance use disorder treatment specific to youth treatment, and appropriate treatment strategies, including family engagement strategies, and emotional, developmental, and mental health issues foryouth.
- **Q.** Grantee shall choose and implement one of the following evidence-based models:
 - 1. Cannabis Youth Treatment Series (CYT);
 - 2. Seeking Safety Treatment Series;
 - 3. The Seven Challenges; or
 - 4. Grantee may choose to use, with prior written approval by System Agency, additional models, practices, or curricula that are evidence-based.

SECTION IV: LEVELS OF CARE/SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

- 1. Grantee shall adhere to applicable TAC requirements, including requirements for adolescent programs, and SUD Program Guide for outpatient treatment services.
- 2. Grantee shall provide one hour of group or individual counseling services for every six hours of educational activities. Grantee shall document said services in CMBHS
- 3. Grantee shall document in CMBHS a discharge follow-up no sooner than sixty calendar days and before ninety calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES

(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

- 1. Grantee shall adhere to applicable TAC requirements for supportive residential services requirements and additional requirements for adolescent programs. Additionally, Grantee shall adhere to SUD Program Guide for residential services.
- 2. Grantee shall document a discharge follow-up no sooner than sixty calendar day and before ninety calendar days after discharge from the residential treatment services in CMBHS.
- 3. Grantee shall facilitate regular communication between a youth client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.

- 4. Grantee shall develop and implement written policy and procedures addressing notification of parents or guardians in the event a youth client leaves a residential Program without authorization and have available for HHSC review.
- 5. For pregnant and parenting clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:
 - i. Gender-specific parenting education;
 - ii. Reproductive health education and pregnancy planning;
 - iii. DFPS coordination:
 - iv. Family violence and safety;
 - v. Fetal and child development;
 - vi. Current infant and child safety guidelines;
 - vii. Financial resource needs; and
 - viii. And any other needs of the client's children.

C. INTENSIVE RESIDENTIAL TREATMENT SERVICES

(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

- 1. Grantee shall adhere to applicable TAC requirements for intensive residential services and additional adolescent programs. Additionally, Grantee shall adhere to SUD Program Guide for residential services.
- 2. Grantee shall document a discharge follow-up no sooner than sixty calendar days and before ninety calendar days after discharge from the residential treatment services in CMBHS.
- 3. Grantee shall facilitate regular communication between a youth client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.
- 4. Grantee shall develop and implement written policy and procedures addressing notification of parents or guardians in the event a youth client leaves a residential program without authorization. Upon System Agency request, policies and procedures must be made available for System Agency to review.
- 5. For pregnant and parenting clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:
 - i. Gender-specific parenting education;
 - ii. Reproductive health education and pregnancy planning;
 - iii. DFPS coordination;
 - iv. Family violence and safety;
 - v. Fetal and child development;
 - vi. Current infant and child safety guidelines;
 - vii. Financial resource needs; and
 - viii. And any other needs of the client's children.

SECTION V: REPORTING REQUIREMENTS

A. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date(s) and the submission methods outlined in **Table 1. Submission**

Requirements. If the due date falls on a weekend or holiday, then due date is the following business day.

- B. All reports being submitted to the SUD Mailbox must utilize the following naming convention in the subject line: [FY for Deliverable] Deliverable [Name of Deliverable] TRY [Contract No.]
- C. Grantee shall submit a Quarterly Match Report on System Agency-approved template, to document Grantee's compliance to contribute five percent match.
- **D.** Grantee's document submission obligations and requirements will survive the termination or expiration of this Contract.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section V	Quarterly Match Report	Each FY. Ouarterly: Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attachment B	FY Closeout	Each FY: October 15 th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attachment B	Final Closeout	By 45 calendar days after contract end date	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Section VI	CMBHS Security Attestation Form and list of authorized users	Each FY: September 15 th & March 15 th	SUD Mailbox: SUD.Contracts@hhs.texas.gov

SECTION VI: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

- **A.** Grantee shall comply with all CMBHS requirements for the TRY program as detailed in the *System of Record* section of the SUD Program Guide, which includes the following:
 - 1. Designation of Security Administrator and backup Security Administrator.
 - 2. Establishment of Security Policy.
 - 3. Notifications to CMBHS Help-desk within 10 business days of any changes to Security Administrator.

- 4. CMBHS user access, including removal of user access within 24 hours for those who are no longer authorized to have access to secure data.
- **B.** Grantee is required to maintain access to CMBHS for the entire duration of the Contract.
- C. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees and contracted laborers authorized to have access to secure data. The CMBHS Security Attestation Form and list must be submitted electronically on or before the September 15th and March 15th of each FY.
- **D.** Grantee shall attend HHSC training on documentation and recordkeeping in CMBHS.
- A.

ATTACHMENT B REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023)

- **A.** Contract is funded by the United States Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- **B.** Grantee shall comply with the following Code of Federal Regulation (CFR):
 - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, currently available at: https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96?toc=1; and
 - 2. 2 CFR 200, currently available at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1.
- **C.** Grantee shall comply with Texas Grant Management Standards, currently available at: https://comptroller.texas.gov/purchasing/grant-management/

D. Funding

- 1. System Agency's share of total reimbursements is not to exceed \$229,988.00 for the Contract term of August 01, 2020 through August 31, 2025, as further specified and allocated by state fiscal year in ARTICLE IV, BUDGET, of the Contract.
- 2. The required Grantee match for the same period is \$11,496.00. Grantee is required to contribute five percent matching of funds. Funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) does not require matching of funds and is excluded from the match calculations.

E. Claims and Payment Requirements:

- 1. Grantee shall submit claims in CMBHS no later than a month after services are rendered.
- 2. At the closure of each state fiscal year ("FY"), System Agency will conduct Contract closeout activities. As part of the FY closeout activities, Grantee shall ensure all claims for each FY are submitted in CMBHS by October 15 and System Agency may deny claims submitted after October 15.
- 3. Additionally, Grantee shall submit all claims for the September service period of the current FY by October 15, and any such claims that are submitted after October 15 may be denied due to the grant budget period being closed.

- 4. Final closeout activities will be conducted after the end of the Contract term and Grantee shall submit final closeout documentation 45 calendar days from the end of the Contract term.
- 5. System Agency may request additional supportive documentation to support the claims. All requests for additional information must be provided by the deadline requested
- **F.** Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants. Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- G. Budget Program Adjustment (BPA) Requirements
 - 1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart by completing a Budget Program Adjustment (BPA) Form and submitting the form to SUD Mailbox at SUD.Contracts@hhs.texas.gov with copy to the System Agency Contract Representative. BPA Form must be completed correctly and completely to be accepted. System Agency may reject the BPA Form if it is incomplete or incorrectly filled out.
 - 2. System Agency will review the accepted BPA Form to determine if the request is allowable under the Contract and RFA, if applicable. The estimated timeline for System Agency to review and provide written communication regarding approval or denial of the request is thirty calendar days from receiving an accepted BPA form.
 - 3. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
 - 4. The annual deadline to submit the BPA Form is March 1st.
- **H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- I. System Agency funded capacity is defined as the number of clients who will be served as stated under this Contract.
- **J.** Service Unit Rates
 - 1. The unit rates for the service charts referenced in <u>Section N</u> are currently available at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers. The document is titled "Treatment Rate Sheet" and found under "Forms".

- 2. If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message by email.
- 3. All unit rates are subject to change and contingent on available funding. If unit rates are adjusted, System Agency will provide Grantee notice through a broadcast message by email. All broadcast messages will be maintained in Grantee Contract file, and document the following:
 - a. Treatment Program/Service Type unit rate adjustments;
 - b. Treatment Program/Service Type unit rate adjustments effective date; and
 - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment.
- 4. There may be a delay between the effective date of the updated rate adjustment and the such rate adjustment being reflected in CMBHS. In the event of a difference in the updated adjusted rate and the rate reflected in CMBHS, the updated rate controls and payment will be adjusted as described in <u>Section J(5)</u>.
- 5. The method(s) by which the rate adjustment is implemented is determined by the effective date of the rate adjustment. The methods are as follows:
 - a. If effective date is during the FY closeout period, then System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in budget for the corresponding FY under this Contract.
 - b. System Agency may revise the service unit rates manually in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate
 - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
 - d. Method(s) used to process the unit rate adjustment will be described in the System Agency broadcast message.
- **K.** Clinic numbers must be approved by the System Agency Contract Representative before billing can occur. The Clinic Change Request Form is currently available at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers. The document is titled "Clinic Request Form" and found under "Forms".
- L. Service Types with no associated amount will be paid from the preceding Service Type having an associated amount.
- M. Reimbursement of Allowable Costs for FY 2022 and FY 2023

- 1. Grantees may be eligible to receive additional payments for FY 2022 and 2023 for COVID-19-related costs incurred for covered services that were not included under the fee for service payment reimbursement mechanism.
- 2. Additional payments will only be made upon written approval from System Agency. System Agency does not guarantee that additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the budget under this Contract for the associated FY.
- 3. At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15 each year for the FY.
- 4. Additional payments must comply with applicable provisions within 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).
- 5. Additional payments will be made at the sole discretion of System Agency and are subject to availability.
- **N.** The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in the Statement of Work of this Contract in accordance with the following cost categories:

SERVICE TYPE/NUMBERS SERVED/CAPACITY/FUNDING AMOUNTS

FY 2023 SERVICE CHART

Service Type	Number Served	Capacity	Amount
Youth Intensive Residential	0	0	\$0.00
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			
Youth Supportive Residential	0	0	\$0.00
Youth Outpatient Services	26	3	\$57,497.00
Youth Outpatient Group Counseling			
Youth Outpatient Group Education			
Youth Outpatient Individual			
Youth Adolescent Support			
Youth Adolescent Support – Medicaid Youth Wraparound			

Youth Family Counseling		
Youth Family Counseling – Medicaid Youth		
Wraparound – Parent Education Sessions		
Youth Family Support		
Youth Family Support – Medicaid Youth		
Wraparound		
Youth Psychiatrist Consultation		
Total	26	\$57,497.00

FY 2024 SERVICE CHART

	Number		
Service Type	Served	Capacity	Amount
Youth Intensive Residential	0	0	\$0.00
Youth Intensive Residential Wraparound			
Services - Room & Board (Medicaid Youth)			
Youth Supportive Residential	0	0	\$0.00
Youth Outpatient Services	26	3	\$57,497.00
Youth Outpatient Group Counseling			
Youth Outpatient Group Education			
Youth Outpatient Individual			
Youth Adolescent Support			
Youth Adolescent Support – Medicaid Youth			
Wraparound			
Youth Family Counseling			
Youth Family Counseling – Medicaid Youth			
Wraparound – Parent Education Sessions			
Youth Family Support			
V 4 D 11 0			
Youth Family Support – Medicaid Youth			
Wraparound			
Youth Psychiatrist Consultation			
Total	26		\$57,497.00

FY 2025 SERVICE CHART

	Number		
Service Type	Served	Capacity	Amount
Youth Intensive Residential	0	0	\$0.00
Youth Intensive Residential Wraparound			
Services - Room & Board (Medicaid Youth)			
Youth Supportive Residential	0	0	\$0.00
Youth Outpatient Services	0	0	\$0.00
Youth Outpatient Group Counseling			
Youth Outpatient Group Education			
Youth Outpatient Individual			
Youth Adolescent Support			
Youth Adolescent Support – Medicaid Youth			
Wraparound			
Youth Family Counseling			
Youth Family Counseling – Medicaid Youth			
Wraparound – Parent Education Sessions			
Youth Family Support			
Youth Family Support – Medicaid Youth			
Wraparound			
Youth Psychiatrist Consultation			
Total	0		\$0.00



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

notice to HHSC detailing which of the below statements they cannot of		ection, they must provide written	
id your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?			
A. Certification Regarding Percent of Annual Gross from F	ederal Awards		
Did your organization receive 80% or more of its annual gross revenue	e from federal awards during the prece	eding fiscal year?	
B. Certification Regarding Amount of Annual Gross from F			
Did your organization receive \$25 million or more in annual gross reve	nues from federal awards in the prece	ding fiscal year?	
f your answer is Yes to both questions A and B, you must answer que			
f your answer is No to either question A or B, skip question C and cor	ntinue to section D.		
C. Certification Regarding Public Access to Compensation	Information		
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?			
Yes No – Provide the names and total compensation of	the top five highly compensated office	rs/senior executives.	
Name of Officer or Senior Exec	utive	Total Compensation	
Name of Officer or Senior Exec	utive	Total Compensation	
	utive	Total Compensation	
1.	utive	Total Compensation	
1. 2.	utive	Total Compensation	
1. 2. 3.	utive	Total Compensation	
1. 2. 3. 4.	utive	Total Compensation	
1. 2. 3. 4. 5.			
1. 2. 3. 4. 5. D. Signatures As the duly authorized representative (signer) of the contractor, I here rue, complete and correct to the best of my knowledge. —Docusigned by: Tray Payur			
1. 2. 3. 4. 5. D. Signatures As the duly authorized representative (signer) of the contractor, I here rue, complete and correct to the best of my knowledge. — DocuSigned by:	by certify that the statements made by		
1. 2. 3. 4. 5. D. Signatures As the duly authorized representative (signer) of the contractor, I here rue, complete and correct to the best of my knowledge. Docusigned by: True Payue 37610FE32C114BD	by certify that the statements made by August 28, 2023		
1. 2. 3. 4. 5. D. Signatures As the duly authorized representative (signer) of the contractor, I here rue, complete and correct to the best of my knowledge. Docusigned by: True Payue 37610FE32C114BD Signature of Authorized Representative Printed Name of Authorized Representative	by certify that the statements made by August 28, 2023 Date Title of Authorized Representative		

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 1: Contract Information							
	New Contract Number HHS000779500003			x	Amendment Number		
	New Work Order Number					Amendment Number	
	tractor Legal Business Name:						
CIT	Y OF LUBBOCK						
Tot	al Contract Value (Including Renewals) 241					ed as the estimated dollar amount that t executed and proposed amendments, ext	
	uesting Agency/Program SC MSS-SUDCMU						
	tract Manager Name			Contract M			Contract Manager Phone
Cris	stina Bunyard			cristina.bu	inyard(@hhs.texas.gov	N/A
Pur	chaser/Buyer Name			Purchaser	/Buyer	Email	Purchaser/Buyer Phone
contra CAPPS	red approvers listed in Section 2 must includence. Section 2 must includence. Section 2 must includence. Section 2 must occur in a legal approved boilerplate template. Approver Title	for the contract the order liste	ct signa d below es	tory who will re	view and		his section to approve the contract in
1.	Contract Analyst	Cristina	Bunya	ard		cristina.bunyard@hhs.texas.	gov
2.	Contract Administration Man	James D	riscol	l		james.driscoll@hhs.texas.gov	/
3.	Legal	Dharani,	Ambr	een		Ambreen.Dharani@hhs.texas	.gov
4.							
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10.							
11.							

Effective 10/23/2017 -1 - Revised 01/13/2022



CONTRACT ROUTING AND APPROVAL REQUEST



DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
\$20,000,000 and over				
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov		

OIG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
\$20,000,000 and over		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

DSHS Contracts

\$20,000,000 up to \$49,999,999

Name	E-mail Address			
Andy Marker	Edward.Marker@hhs.texas.gov			
Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov			
\$50,000,000 and over				
Andy Marker	Edward.Marker@hhs.texas.gov			
Karen Ray	Karen.Ray@hhs.texas.gov			
	Andy Marker Cynthia Hernandez Andy Marker			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 4: DocuSign Signatories			
Signatory	Name	E-mail Address	
Contractor Signature Authority	Tray Payne	TrayPayne@mylubbock.us	
Additional Contractor Signature Authority*			
Contractor Signature cc	Gloria Diaz	gdiaz@mylubbock.us	
HHS Signature Authority	Swan,Roderick	Roderick.Swan@hhs.texas.gov	
HHS Signature Authority cc	SA Mailbox	SUD.Contracts@hhs.texas.gov	
General Inbox cc	Cristina Bunyard	cristina.bunyard@hhs.texas.gov	
* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.			
Please cc: Katherine Wells at: kwells@mylubbock.us			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



INSTRUCTIONS

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPS Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515

Section 1: To be completed by Program.

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPS Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, **except for the contract signatory who will review and approve in DocuSign**, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins

Section 3: Required Approvals.

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Effective 10/23/2017 - 4 - Revised 01/13/2022

Certificate Of Completion

Envelope Id: EA9F2883A03940309A953175B5D0E388

Subject: Amending \$241,484.00; HHS000779500003; CITY OF LUBBOCK A-3;HHSC MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 27

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.133.247

Record Tracking

Status: Original

8/10/2023 2:59:08 PM

Security Appliance Status: Connected

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Holder: Texas Health and Human Services

Commission

Signatures: 3

Initials: 0

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

Tray Payne

TrayPayne@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

> tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/10/2023 3:29:22 PM Viewed: 8/25/2023 2:26:50 PM Signed: 8/28/2023 8:52:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roderick Swan

Roderick.Swan@hhs.texas.gov Associate Commissioner

Security Level: Email. Account Authentication

(None)

DocuSianed by: Roderick Swan F79F19B7A71B4AD

Status

Status

COPIED

Signature Adoption: Pre-selected Style Using IP Address: 72.179.41.247

Sent: 8/28/2023 8:52:56 AM Viewed: 8/28/2023 8:57:39 AM Signed: 8/28/2023 8:57:55 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature

Editor Delivery Events Status

Agent Delivery Events Status

Certified Delivery Events Status

Carbon Copy Events

SA Mailbox

SUD.Contracts@hhs.texas.gov

Intermediary Delivery Events

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Timestamp

Timestamp

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Timestamp

Timestamp

Timestamp

Sent: 8/10/2023 3:29:21 PM Viewed: 8/21/2023 8:57:30 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Cristina Bunyard	CODIED	Sent: 8/10/2023 3:29:21 PM
cristina.bunyard@hhs.texas.gov	COPIED	Viewed: 8/28/2023 10:06:17 AM
Contract Specialist IV		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	CODIED	Sent: 8/24/2023 11:30:26 PM
gdiaz@mylubbock.us	COPIED	Viewed: 8/25/2023 8:20:39 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	CODIED	Sent: 8/24/2023 11:30:26 PM
kwells@mylubbock.us	COPIED	

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/10/2023 3:29:21 PM
Envelope Updated	Security Checked	8/24/2023 11:30:25 PM
Envelope Updated	Security Checked	8/24/2023 11:30:25 PM
Envelope Updated	Security Checked	8/24/2023 11:30:25 PM
Certified Delivered	Security Checked	8/28/2023 8:57:39 AM
Signing Complete	Security Checked	8/28/2023 8:57:55 AM
Completed	Security Checked	8/28/2023 8:57:55 AM
Payment Events	Status	Timestamps

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No, 3, and all related documents, to the Health and Human Services Commission Contract No. HHS000779500004, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment for Females (TRF), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to revise Attachment A, Statement of Work, and Attachment B, Program Services and Unit Rates; and update certain contract terms and conditions. All amendments and modifications are stated in the contract agreement.

The effective date of this Amendment is August 31, 2023.

Fiscal Impact

The amount of FY 2024, September 1, 2023, through August 31, 2024, is \$655,405. This amount has been appropriated in the budget for FY 2024. A 5% match is required for this contract.

Staff/Board Recommending

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

Attachments

Resolution

5.33

Adobe11899_Executed_Contract_Amendment_No._3_\$335413800_HHS000779500004_TRF_COL (1)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000779500004, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, to provide funding for Treatment for Females (TRF), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

this resolution as if fully set forth herein an	d shall be included in the finities of the
Passed by the City Council on	
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Bill Hoverton, Deputy City Manager	
APPROVED AS TO FORM:	
Rachael Foster, Assistant City Attorney	

RES.HHSC Contract No. HHS000779500004 Amendment No.3 Ratification 8.25.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500004 AMENDMENT NO. 3

The HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee"), collectively referred to as the "Parties" to that certain **Treatment for Females (TRF)** Contract effective August 1, 2020, and denominated HHSC Contract No. HHS000779500004 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC desires to revise Attachment A, Statement of Work, and Attachment B, Program Services and Unit Rates;

Whereas, HHSC desires to update certain Contract terms and conditions.

Now, Therefore, the Parties amend and modify the Contract as follows:

- 1. ATTACHMENT A: STATEMENT OF WORK APRIL 2021 is deleted in its entirety and replaced with ATTACHMENT A: REVISED STATEMENT OF WORK (AUGUST 2023).
- 2. ATTACHMENT B: PROGRAM SERVICES AND UNIT RATES OCTOBER 2022 is deleted in its entirety and replaced with ATTACHMENT B: REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023).
- 3. ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM is incorporated as part of the Amendment and requires Grantee to complete the Certification to meet the federal requirement.
- 4. The U.S. Health and Services Commission, Substance Abuse and Mental Health Services Administration (SAMHSA) revised the name of the "Substance Abuse Prevention and Treatment Block Grant (SABG/SAPT)" (assistance listing number 93.959) to the "Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant." Therefore, all references in the executed agreement that reference "SABG" or "SAPT" are replaced with "Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant."
- **5.** This Amendment shall be effective on August 31, 2023, provided both Parties have signed below on or before said date.
- **6.** Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
- 7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

SIGNATURE PAGE FOR AMENDMENT NO. 3 HHSC CONTRACT NO. HHS000779500004

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By:	By:
Sonja Gaines	Tray Payne
NoSG	Mayor
August 28, 2023	August 28, 2023
Date of Signature:	Date of Signature:

The following attachments are attached and incorporated as part of the Contract:

- ATTACHMENT A: REVISED STATEMENT OF WORK (AUGUST 2023);
- ATTACHMENT B: REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023); and
- ATTACHMENT H-1: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM.

ATTACHMENT A REVISED STATEMENT OF WORK (AUGUST 2023)

SECTION I. PURPOSE

Grantee shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care listed in Section II. The service types/levels of care, listed in Section II, are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, located at the following link: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers, and American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org/asam-criteria/about, which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

SECTION II: TARGET POPULATION

A. TREATMENT FOR FEMALES (TRF)

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for System Agencyfunded substance use disorder services as stated in the System Agency Substance Use Disorder (SUD) Program Guide.

- 1. Outpatient Treatment Services
 - (ASAM Level 1 Outpatient Services)
- 2. Supportive Residential Treatment Services
 - (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
- 3. Intensive Residential Treatment Services
 - (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
- 4. Residential Withdrawal Management Services
 - (ASAM Level 3.7 Medically Monitored Withdrawal Services)
- 5. Ambulatory Withdrawal Management Services (ASAM Level 2 Withdrawal Management)

B. TREATMENT FOR WOMEN AND CHLDREN

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the System Agency Substance Use Disorder (SUD) Program Guide

Clients being admitted into Women and Children's treatment facilities must meet at least one (1) of the following criteria:

- 1. Be in the third trimester of her pregnancy; and/or
- 2. Have at least one (1) child physically residing overnight with her in the facility; and/or

HHSC Solicitation No. HHS0007795 HHSC Contract No. HHS000779500004 Amendment No. 3

- 3. Have a referral by Department of Family and Protective Services (DFPS).
- 4. Note: DFPS will not allow at least one (1) child to initially reside overnight butDFPS plans to place the child in the facility within the first thirty (30) ServiceDays of treatment.
 - Women and Children's Intensive Residential Services
 (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
 - ii. Women and Children's Supportive Residential Services
 (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

SECTION III: SERVICE REQUIREMENTS

Grantee shall:

A. Administrative Requirements

- 1. Adhere to the most current SUD Program Guide.
- 2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD and restore functions while promoting Recovery.
- 3. Adhere to Level of Care/Service Type licensure requirements.
- 4. Comply with all applicable TAC rules adopted by System Agency related to SUD treatment.
- 5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to System Agency for review upon request.
- 6. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for:
 - i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
 - ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
 - iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
 - iv. All policies and procedures shall be provided to System Agency upon request.
- 7. Ensure that Program Directors participate in their specific Program and service type conference calls as scheduled by System Agency. Program Directors shall participate unless otherwise agreed to by System Agency in writing. Grantee executive management may participate in the conference calls.
- 8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
- 9. Ensure compliance with *Client Eligibility* requirements to include Texas residence eligibility, Financial Eligibility and clinical eligibility as specified in SUD Program Guide.
- 10.Document a Life Event Note in CMBHS upon active Client's delivery of newborn.
- 11. Grantee will develop a local agreement with DFPS local offices to address referral process,

coordination of services, and sharing of information as allowed per the consent and agreement form.

- 12. Adhere to *Memorandum of Understanding* requirements as stated in the SUD Program Guide.
- 13. Maintain a list of community resources and document referrals when appropriate to
- 14. ensure that children of the client have access to services to address their needs and support healthy development including primary pediatric care, early childhood intervention services, and other therapeutic interventions that address the children's development needs and any issues of abuse and neglect.

B. Service Delivery

- 1. Adhere to the *Priority Populations for Treatment Programs* as stated in the SUD Program Guide.
- 2. Maintain *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide
- 3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
 - i. Grantee that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
 - ii. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
 - iii. Grantee shall offer directly or through referral interim services towaitlisted individuals.
 - iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
 - v. Develop a mechanism for maintaining contact with individuals awaiting admission.
- 4. If unable to provide admissions to individuals within Priority Populations for Treatment Programs according to SUD Program Guide:
 - i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
 - ii. When Grantee cannot admit a Client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider isnotified.
 - iii. Coordinate with an alternate provider for immediate admission.
 - iv. Notify System Agency programs (Substance_Use_Disorder@hhs.texas.gov) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
 - v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
 - vi. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to individual as stated in the SUD Program Guide.
 - vii. When an individual is placed on the Wait List, Grantee shall document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), Tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

- 1. Comply with all applicable rules in the TAC for SUD programs as stated in the SUD Program Guide *Information, Rules, and Regulations* regarding Screening and Assessment.
- 2. When documenting a CMBHS Substance Use Disorder screening, Grantee shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for any other method used.
- 3. Document Financial Eligibility in CMBHS as required in the SUD Program Guide.
- 4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including TB, Hepatitis B and C, STI, HIV.
 - i. If Client indicates risk for these communicable diseases, Grantee shallrefer the Client to the appropriate community resources for further testing and counseling.
 - ii. If the Client is at risk for HIV, Grantee shall refer the Client to pre and post-test counseling on HIV.
- 5. If the Client is living with HIV, Grantee shall refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.

D. Treatment Planning, Implementation, and Review

- 1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
- 2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a Projected length of stay for each individual Client.
- 3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

- 1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations regarding Discharge.
- 2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
- 3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed if the following criteria are met:

- i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and
- ii. All problems on the treatment plan have been addressed. Grantee shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
- 4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
 - i. Problems that have been "referred" shall have associated documented referrals in CMBHS;
 - ii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS through the Progress Note and Treatment Plan Review Components; and
 - iii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

- 1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations.
- 2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
- 3. Accept referrals from the OSAR.
- 4. Provide evidenced-based education at minimum on the following topics: (i) TB; (ii) HIV; (iii) Hepatitis B and C; (iv) STIs/Diseases; and (v) health risks of tobacco and nicotine product
- 5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the Client.
- 6. Ensure Client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
- 7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for Clients, families, and/or significant others.
- 8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
- 9. Provide overdose prevention education to all Clients. Document overdose prevention education in CMBHS.
- 10. Specific overdose prevention activities shall be conducted with Clients with opioid use disorders and those Clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
- 11. Ensure access to adequate and appropriate medical and psychosocial tobaccocessation treatment as follow:
 - i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
 - ii. If the Client indicates wanting assistance with cutting back or quitting, the Clientwill

be referred to appropriate tobacco cessation treatment.

- 12. Provide and document in CMBHS case management activities as indicated by assessment and treatment plan.
- 13. Provide and document in CMBHS research-based education on the effects of Alcohol, Tobacco, and Other Drugs (ATOD) on the fetus.
- 14. Utilize an evidenced-based, trauma-informed curriculum in the treatment of women with substance use disorders.
- 15. Utilize System Agency as the payer of last resort if the Client hasother/outside funding available (i.e., wages, insurance, etc.).

SECTION IV: STAFF COMPETENCIES AND REQUIREMENTS

- **A.** All personnel shall receive the training and supervision necessary to ensurecompliance with System Agency rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
- **B.** Ensure that all direct care staff receive a copy of this Statement of Work and SUDProgram Guide.
- **C.** Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
- **D.** Ensure compliance for Personnel Practices and Development with TAC and System Agency SUD Program Guide requirements.
- **E.** Within ninety (90) business days of hire and prior to service delivery, direct care staff shall have specific documented training in the following:
 - 1. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
 - 2. Trauma-informed care;
 - 3. Cultural competency;
 - 4. Harm reduction trainings;
 - 5. Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2 training;
 - 6. Alcohol, Tobacco and Other Drugs on the Developing Fetus;
 - 7. Child welfare education, and
 - 8. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.
- **F.** Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part2 training.
- **G.** Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
 - 1. Motivational Interviewing Techniques;
 - 2. Cultural competencies;
 - 3. Reproductive health education;
 - 4. Risk and harm reduction strategies;
 - 5. Trauma Informed Care;
 - 6. Substance exposed pregnancy (such as Fetal Alcohol Spectrum Disorder or

- 7. Neonatal Abstinence Syndrome);
- 8. Child welfare education; or
- 9. Suicide prevention and intervention.
- **H.** Individuals responsible for planning, directing, or supervising treatment services shall be OCCs.
- **I.** Contractor shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing substance use disorder treatment.
- **J.** Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
- **K.** Licensed Chemical Dependency Counselors shall recognize the limitations of their license and shall not provide services outside the scope of practice of licensure or use techniques that exceed the license authorization orprofessional competence.
- L. Contractor shall train staff and develop a policy to ensure that information gathered from Clients is conducted in a respectful, non-threatening, and culturally competent manner.
- **M.** Grantee shall adapt services and accommodate persons as appropriate to meet theneeds of special populations.
- N. Grantee shall develop and implement a mechanism to ensure that all direct care staff have the knowledge, skills, and abilities to provide services to women and children, as they relate to the individual's job duties.
- **O.** Grantee shall be able to demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to the needs of and provision of services to women and children.

SECTION V: LEVELS OF CARE / SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

Grantee shall:

- 1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment Programs / services.
- 2. Provide and document in CMBHS one (1) hour of group or individual counseling services for every six (6) hours of educational activities.
- 3. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days afterdischarge from the outpatient treatment services.
- 4. When the assessment indicates placement in System Agency funded Women and Children Intensive or Supportive Residential services but there are no available beds, Grantee shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she choosesand is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of

pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.

- 5. As part of the education hours, Grantee will provide and document in CMBHS:
 - i. A minimum of one (1) hour per week (or one (1) hour per month for Clients who have been transferred to outpatient after successfully completing a residential level of care) of evidence-based parenting education and document these services; and
 - ii. A minimum of six (6) hours (or two (2) hours for Clients who have been transferred to outpatient after successfully completing a residential level of care) of reproductive health education prior to discharge and document these services.
- 6. Provide and document in CMBHS research-based education on the effects of ATOD on the fetus.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

- 1. Adhere to TAC and SUD Program Guide applicable to supportive services requirements.
- 2. When the assessment indicates placement in System Agency-funded Women and Children Intensive or Supportive Residential services but there are no available beds, Contractor shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
- 3. As part of education hours, Grantee will provide:
 - i. A minimum of one (1) hour per week of evidenced-based parenting education; and
 - ii. A minimum of two (2) hours of reproductive health education within thirty (30) Service Days of admission.
- 4. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the supportive residential treatment services.

C. SUPPORTIVE RESIDENTIAL FOR WOMEN AND CHLDREN (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

- 1. Adhere to TAC and SUD Program Guide applicable to supportive services requirements.
- 2. In addition, adhere to TAC requirements applicable to Treatment Services for Women and Children.
- 3. As part of education hours, Grantee will provide and document in CMBHS:
 - i. A minimum of two (2) hours per week of evidence-based parenting education and document these services;
 - ii. A minimum of six (6) hours of reproductive health education withinthirty
 - (30) service days of admission and document these services; and
 - iii. At minimum, evidenced-based education on the effects of ATOD during pregnancy.

4. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the supportive residential treatment services.

D. INTENSIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

Grantee shall:

- 1. Adhere to TAC and SUD Program Guide applicable to intensive services requirements.
- 2. When the assessment indicates placement in System Agency-funded Women and Children Intensive or Supportive Residential services but there are no available beds, Grantee shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of herchild.
- 3. As part of education hours, Grantee will provide and document in CMBHS:
 - i. A minimum of two (2) hours per week of evidenced-based parenting education; and
 - ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission.
- 4. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the intensive residential treatment services.

E. INTENSIVE RESIDENTIAL FOR WOMEN AND CHLDREN (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

Grantee shall:

- 1. Adhere to TAC and SUD Program Guide applicable to intensive residential services for women and children requirements.
- 2. Adhere to TAC requirements applicable to Treatment Services for Women and Children.
- 3. As part of education hours, Grantee will provide and document in CMBHS:
 - i. A minimum of two (2) hours per week of evidence-based parentingeducation; and
 - ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission.

F. RESIDENTIAL DETOXIFICATION / WITHDRAWALMANAGEMENT (ASAM LEVEL 3.7 MEDICALLY MONITORED WITHDRAWAL MANAGEMENT)

Grantee shall:

- 1. Adhere to TAC requirements for detoxification services.
- 2. Adhere to the SUD Program Guide for detoxification services.
- 3. Adhere to the following additional service delivery requirements:

- i. Document in CMBHS a Withdrawal Management Intake Form.
- ii. Document in CMBHS a discharge plan prior to discharge or transfer.
- iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
- iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.

G. AMBULATORY WITHDRAWAL MANAGEMENT (ASAM LEVEL 2 WITHDRAWALMANAGEMENT)

Grantee shall:

- 1. Adhere to TAC requirements for detoxification services.
- 2. Adhere to the SUD Program Guide for detoxification services.
- 3. Adhere to the following additional service delivery requirements:
 - i. Document in CMBHS a Withdrawal Management Intake Form.
 - ii. Document in CMBHS a discharge plan prior to discharge or transfer.
 - iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
 - iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for System Agency review.
- 4. Ambulatory detoxification shall not be a stand-alone service. Grantees shall ensure the Client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

SECTION VI: REPORTING AND SUBMISSION REQUIREMENTS

- **A.** Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency through CMBHS, an alternate HHSC submission system, or by email to the SUD Mailbox, SUD.Contracts@hhs.texas.gov., by the required due date and report name described in **Table 1:** Submission Requirements.
- **B.** Deliverable reports submitted to the SUD Mailbox require the email subject line to utilize the following naming convention:

[FY for Deliverable] Deliverable [Name of Deliverable] TRF [contract no.]

- C. Grantee is required to maintain access to CMBHS for the term of this contract.
- **D.** Grantee shall submit all documents listed in **Table 1** by the Due Date stated.
- **E.** Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.

- **F.** Grantee shall submit monthly clams in Clinical Management for Behavioral Health Services (CMBHS), in accordance with **Attachment B**.
- **G.** Grantee shall submit a quarterly match report on the System Agency approved template, which documents Grantee's compliance to contribute five percent match. The report is due on the 15th day of the month, following the closure of the state quarter.
- **H.** Grantee shall submit annual Contract Closeout documentation each fiscal year with a final contract closeout due 45 days after contract end date.
- **I.** Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15th and March 15th, each fiscal year.
- J. Grantee's duty to submit documents will survive the termination or expiration of this Contract.
- **K.** System Agency will monitor Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section VI	Quarterly Match Report	Each FY, Ouarterly: Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Section VI	FY Closeout	Each FY: October 15 th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Section VI	Final Closeout	By 45 days after contract end date	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Section VI	CMBHS Security Attestation Form and list of authorized users	Each FY: September 15 th & March 15 th	SUD Mailbox: SUD.Contracts@hhs.texas.gov

SECTION VII: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

- **A.** All CMBHS requirements for the TRF program are detailed in Section V, System of Record of the Program Guide, which includes the following references:
 - 1. Designation of Security Administrator and backup Security Administrator
 - 2. Establishment of Security Policy
 - 3. Notifications to CMBHS Help-desk within 10 business days of any changes to Security Administrator
 - 4. CMBHS user access, including removal of user access within 24 hours for those who are no longer authorized to have access to secure data.
- **B.** In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees and contracted laborers authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, each fiscal year.
- C. Attend System Agency training on CMBHS documentation.

ATTACHMENT B REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023)

- **A.** Contract is funded with the United States Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- **B.** Compliance with the following Code of Federal Regulation (CFR):
 - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.
 - 2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for , link:

 https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance
- C. Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/

D. Funding

- 1. System Agency's share of total reimbursements is not to exceed \$3,208,258.00 for the period of 8/1/2020 through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV**, **Budget** of the Contract Signature Document.
- 2. The required Grantee match for the same period is \$145,880.00. Grantee is required to contribute five (5%) matching of funds. All funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) do not require the matching of funds and is excluded from the match calculations.

E. Claims and Payment Requirements:

- 1. Grantee shall submit claims in CMBHS after services are rendered; no later than monthly.
- 2. After the closure of each fiscal year, System Agency shall conduct contract close-out activities. Grantee shall ensure all claims for each state fiscal year (September August) are submitted in CMBHS by October 15th. Claims submitted after October 15th may be denied.

- 3. All claims for September service period of the current fiscal year must be submitted by October 15th. Claims submitted after this date may be denied due to the grant budget period being closed.
- 4. System Agency may request additional supportive documentation to support the claims. All requests for additional information shall be provided by the deadline requested
- **F.** Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- G. Budget Program Adjustment (BPA) Requirements
 - 1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart, by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov.
 - 2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
 - 3. Each Fiscal Year (FY), the deadline to submit a BPA is March 1st.
- **H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- **I.** System Agency funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

J. Service Unit Rates

1. The unit rates for the service charts referenced in **Section N** of this Attachment are located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Treatment Rate Sheet**, the link to the webpage is below. All unit rates are subject to change and contingent on available funding.

https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message via email.

- 2. If unit rates are adjusted in accordance with **Section J.1**. of this Attachment., System Agency will provide Grantee notice through a broadcast message via email. All broadcast messages will be maintained in Grantee Contract file, and document the following:
 - a. Treatment Program/Service Type unit rate adjustments;
 - b. Treatment Program/Service Type unit rate adjustments effective date;
 - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment, in accordance with **Section J.3.** of this Attachment.
- 3. There may be a delay between the effective date of the rate adjustment and those updated rates being reflected in CMBHS. In the event of a difference in the posted adjusted rate and the rate in CMBHS, the posted rate controls and payment will be adjusted as described in **Section J.4.** of this Attachment.
- 4. The System Agency effective date of the rate adjustment will determine the method(s) to implement the unit rate adjustment, as follows:
 - a. During the fiscal year close-out, System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in Contract Signature document, Section IV, and/or amendments documenting FY revisions.
 - b. System Agency may revise the service unit rates in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
 - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
 - d. Method(s) used to process unit rate adjustments will be described in the broadcast message in **Section J.1.** of this Attachment.
- **K.** Clinic numbers must be approved by the System Agency Contract Manager before billing can occur. The Clinic Change Request Form is located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Clinic Request Form**, the link to the webpage is below:
 - https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.
- L. Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.
- M. Reimbursement of Allowable Costs for State Fiscal Year 2022 and State Fiscal Year 2023

Grantees may be eligible to receive additional payments for fiscal years 2022 and 2023 for COVID 19-related costs incurred for covered services that were not included under the fee-for service payment reimbursement mechanism.

Additional payments will only be made upon written approval from System Agency. The agency does not guarantee the additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the contract values as specified in Article IV, Budget, for the associated fiscal year.

At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual claim services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15th of each fiscal year.

Additional payments shall comply with applicable provisions within Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).

Additional payments will be made at the sole discretion of System Agency and are subject to availability

N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in **Attachment A** of this Contract in accordance with the following cost categories:

SERVICE TYPE/Numbers Served/Capacity/Funding Amounts

FY 24 SERVICE CHART

	Number		
Service Type	Served	Capacity	Amount
Adult Specialized Female Residential Intensive	164	13	\$555,405.00
Adult Specialized Female Residential Supportive	20	2	\$50,000.00
Adult Specialized Female Residential Detox	0	0	\$0.00
Adult Specialized Female Ambulatory Detox	0	0	\$0.00
Adult Specialized Female W/C Residential	0	0	\$0.00
Intensive			
Adult Spec Fem W/C Residential Wraparound			
Services-LESS THAN 21			
Adult Spec Fem W/C Residential Wraparound			
Services- 21 and OVER			
Adult Specialized Female W/C Residential	0	0	\$0.00
Supportive			
Adult Specialized Female Outpatient Services	31	4	\$50,000.00

Adult Spec Female Outpatient Group Counseling		
Adult Spec Female Outpatient Group Education		
Adult Spec Female Outpatient Individual		
Total	215	\$655,405.00

FY 25 SERVICE CHART

	Number		
Service Type	Served	Capacity	Amount
Adult Specialized Female Residential Intensive	164	13	\$555,405.00
Adult Specialized Female Residential Supportive	20	2	\$50,000.00
Adult Specialized Female Residential Detox	0	0	\$0.00
Adult Specialized Female Ambulatory Detox	0	0	\$0.00
Adult Specialized Female W/C Residential	0	0	\$0.00
Intensive			
Adult Spec Fem W/C Residential Wraparound			
Services-LESS THAN 21			
Adult Spec Fem W/C Residential Wraparound			
Services- 21 and OVER			
Adult Specialized Female W/C Residential	0	0	\$0.00
Supportive			
Adult Specialized Female Outpatient Services	31	4	\$50,000.00
Adult Spec Female Outpatient Group Counseling			
Adult Spec Female Outpatient Group Education			
Adult Spec Female Outpatient Individual			
Total	215		\$655,405.00



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify all notice to HHSC detailing which of the below statements they cannot come	of the statements contained in this se		
id your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?			
○ Yes – Skip questions A, B and C and continue to section D. ⊗ No – Answer questions A and B.			
A. Certification Regarding Percent of Annual Gross from Fe	ederal Awards		
Did your organization receive 80% or more of its annual gross revenue	from federal awards during the prece	ding fiscal year?	
B. Certification Regarding Amount of Annual Gross from Fe	ederal Awards		
Did your organization receive \$25 million or more in annual gross rever	nues from federal awards in the prece	ding fiscal year?	
If your answer is Yes to both questions A and B, you must answer que	stion C.		
If your answer is No to either question A or B, skip question C and con	tinue to section D.		
C. Certification Regarding Public Access to Compensation	Information		
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?			
Yes No – Provide the names and total compensation of the	he top five highly compensated office	rs/senior executives.	
Name of Officer or Senior Execu	utive	Total Compensation	
1.			
2.			
3.			
4.			
5.			
D. Signatures			
As the duly authorized representative (signer) of the contractor, I hereb true, complete and correct to the best of my knowledge. —Docusigned by:	y certify that the statements made by	me in this certification form are	
tray Payne	August 28, 2023		
—37610FE32C114BD Signature of Authorized Representative	Date		
Printed Name of Authorized Representative Tray Payne	Title of Authorized Representative Mayor		
Printed Name of Authorized Representative Tray Payne Legal Name of Contractor City of Lubbock	-		

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Sec	Section 1: Contract Information						
New Contract Number HHS000779500004		X	Amendment Number				
	New Work Order Number					Amendment Number	
	tractor Legal Business Name:						
CIT	Y OF LUBBOCK						
Tot	al Contract Value (Including Renewals) \$3,354	,138.00				ed as the estimated dollar amount that the executed and proposed amendments, ext	
	uesting Agency/Program SC MSS-SUDCMU						
Con	tract Manager Name			Contract M	lanage	Email	Contract Manager Phone
Cris	tina Bunyard			cristina.bu	nyard(hhs.texas.gov	N/A
Pur	chaser/Buyer Name			Purchaser	/Buyer	Email	Purchaser/Buyer Phone
contra CAPPS	ed approvers listed in Section 2 must included acts. All contract-specific approvers, except is Financials. CAPPS approvals must occur in a legal approved boilerplate template Approver Title	for the contro the order list	ed belov Yes	tory who will re	view and		his section to approve the contract in
1.	Contract Analyst	Cristina Bunyard			cristina.bunyard@hhs.texas.o	gov	
2.	Contract Administration Map	James I	Driscol	I		james.driscoll@hhs.texas.gov	1
3.	Legal	Gonzale	z,Stev	/en		Steven.Gonzalez10@hhs.texa	as.gov
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							

Effective 10/23/2017 -1 - Revised 01/13/2022



CONTRACT ROUTING AND APPROVAL REQUEST



DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
\$20,000,000 and over				
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov		

OIG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
\$20,000,000 and over				
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov		

DSHS Contracts

\$20,000,000 up to \$49,999,999

Approver	Name	E-mail Address		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
DSHS General Counsel	Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov		
\$50,000,000 and over				
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov		
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov		

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 4: DocuSign Signatories			
Signatory	Name	E-mail Address	
Contractor Signature Authority	Tray Payne	TrayPayne@mylubbock.us	
Additional Contractor Signature Authority*			
Contractor Signature cc	Gloria Diaz	gdiaz@mylubbock.us	
HHS Signature Authority	Sonja Gaines	sonja.gaines@hhs.texas.gov	
HHS Signature Authority cc	SA Mailbox	SUD.Contracts@hhs.texas.gov	
General Inbox cc	Cristina Bunyard	cristina.bunyard@hhs.texas.gov	
* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.			
Please cc: Katherine Wells at: kwells@mylubbock.us			

E PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



INSTRUCTIONS

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPS Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515

Section 1: To be completed by Program.

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPS Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, **except for the contract signatory who will review and approve in DocuSign**, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins

Section 3: Required Approvals.

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Effective 10/23/2017 - 4 - Revised 01/13/2022

Certificate Of Completion

Envelope Id: 0587B1C7D6884EF6931A1478FBF3FA15

Subject: Amending \$3,354,138.00; HHS000779500004; CITY OF LUBBOCK A-3; HHSC MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 48

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.133.247

Record Tracking

Status: Original

8/9/2023 11:21:33 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Texas Health and Human Services

Commission

Signatures: 3

Initials: 0

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

Tray Payne

TrayPayne@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/9/2023 11:45:01 PM Viewed: 8/25/2023 2:26:13 PM Signed: 8/28/2023 8:53:21 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sonja Gaines

Sonja.Gaines@hhs.texas.gov

NoSG

Security Level: Email, Account Authentication

(None)

Sonja Gaines 147CCA4134D941B

DocuSigned by:

Signature Adoption: Pre-selected Style Using IP Address: 151.124.105.51

Signed using mobile

Sent: 8/28/2023 8:53:24 AM Viewed: 8/28/2023 10:05:29 AM Signed: 8/28/2023 10:05:38 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Timestamp

Editor Delivery Events Status Timestamp

Signature

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

COPIED

Status

Carbon Copy Events SA Mailbox

SUD.Contracts@hhs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Timestamp

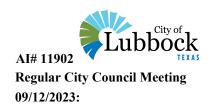
Sent: 8/9/2023 11:45:00 PM Viewed: 8/21/2023 8:59:14 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Cristina Bunyard	CODIED	Sent: 8/9/2023 11:44:59 PM
cristina.bunyard@hhs.texas.gov	COPIED	Viewed: 8/28/2023 11:20:42 AM
Contract Specialist IV		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	CODIED	Sent: 8/24/2023 11:19:42 PM
gdiaz@mylubbock.us	COPIED	Viewed: 8/25/2023 8:17:05 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	CORTER	Sent: 8/24/2023 11:19:42 PM
kwells@mylubbock.us	COPIED	Viewed: 8/28/2023 10:37:00 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 11:45:00 PM
Envelope Updated	Security Checked	8/24/2023 11:19:41 PM
Envelope Updated	Security Checked	8/24/2023 11:19:41 PM
Envelope Updated	Security Checked	8/24/2023 11:19:41 PM
Certified Delivered	Security Checked	8/28/2023 10:05:29 AM
Signing Complete	Security Checked	8/28/2023 10:05:38 AM
Completed	Security Checked	8/28/2023 10:05:38 AM
Payment Events	Status	Timestamps

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500006, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, under the Co-occurring Psychiatric and Substance Use Disorders (COPSD), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to revise Attachment A, Statement of Work, Attachment B, Program Services, and Unit Rates. All amendments and modifications are stated in the contract agreement.

The effective date of Amendment No. 2 is August 31, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024, is \$79,700. This amount has been appropriated in the budget for FY 2024. A 5% match is required for this contract.

Staff/Board Recommending

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

Attachments

Resolution

5.34 Adobe11902_Executed_Contract_Amendment_No._2_COPSD_HHS000779500006_COL

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 2 to the Health and Human Services Commission Contract No. HHS000779500006, under the Co-occurring Psychiatric and Substance Use Disorders (COPSD) Grant Program, by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and all related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

included in the minutes of the City Counci	il.	
Passed by the City Council on		·
	TRAY PAYNE, MAYOR	- 44
ATTEST:		
Courtney Paz, City Secretary		
APPROVED AS TO CONTENT:		
BOHowalon ?		
Bill Howerton, Deputy City Manager		
		92
APPROVED AS TO FORM:		
Rachael Foster, Assistant City Attorney		
RES.HHSC Contract No. HHS000779500006 CO	PSD Amendment No.2 Ratification	

8.25.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500006 AMENDMENT NO. 2

The HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee"), collectively referred to as the "Parties" to that certain Co-occurring Psychiatric and Substance Use Disorders (COPSD) Contract effective 2/1/2022, and denominated HHSC Contract No. HHS000779500006 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC desires to revise Attachment A, Statement of Work, and Attachment B, Program Services and Unit Rates.

Now, Therefore, the Parties amend and modify the Contract as follows:

- 1. ATTACHMENT A, REVISED STATEMENT OF WORK is deleted in its entirety and replaced with ATTACHMENT A, STATEMENT OF WORK (AUGUST 2023).
- 2. ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES OCTOBER 2022, is deleted in its entirety and replaced with ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (AUGUST 2023).
- 3. ATTACHMENT H, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM is attached to this Amendment and made part of the Contract for all purposes. Grantee is required to complete the Certification to meet the federal requirement.
- 4. The U.S. Health and Services Commission, Substance Abuse and Mental Health Services Administration (SAMHSA) revised the name of the Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT), assistance listing number 93.959. All references in the Contract to SABG/SAPT are replaced with the following name: Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant.
- 5. This Amendment No. 2 shall be effective on August 31, 2023.
- 6. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
- 7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 HHSC CONTRACT NO. HHS000779500006

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By: Rolling Swam	DocuSigned by: Tray Payne By: 37610FE32C114BD
Roderick Swan	Tray Payne
Associate Commissioner	Mayor
PocuSigned by: Roderick Swan E79F19B7A71B4AD	DocuSigned by: Tray Payue 37610FE32C114BD
Date of Signature:	Date of Signature:

The Following Documents are Attached and Incorporated as Part of the Contract:

ATTACHMENT A: STATEMENT OF WORK (AUGUST 2023)

ATTACHMENT B: PROGRAM SERVICES AND UNIT RATES (AUGUST 2023)

ATTACHMENT H: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

(FFATA) FORM

ATTACHMENT A: STATEMENT OF WORK (AUGUST 2023)

SECTION I: PURPOSE

To provide adjunct services to clients with co-occurring psychiatric and substance use disorders (COPSD), emphasizing integrated services for both mental health needs and substance use disorders.

TARGET POPULATION

Texas residents who meet *Client Eligibility* criteria for System Agency-funded services as stated in the Substance Use Disorder (SUD) Program Guide https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

SECTION II: SERVICE REQUIREMENTS:

Grantee shall:

A. Administrative Requirements

- 1. Comply with all applicable Texas Administrative Code (TAC) rules adopted by the System Agency related to SUD treatment.
- 2. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require client or staff signature shall be maintained according to TAC requirements and made available to System Agency for review upon request.
- 3. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's substance use disorder and promote recovery.
- 4. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:
 - i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of substance use disorder treatment, mental health services, and the Client Eligibility criteria for admissions;
 - ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
 - iii. Client Retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance; and
 - iv. All policies and procedures shall be provided to System Agency upon request.
- 5. Grantee may provide services in Grantee's facility, at the client's home, or other locations where confidentiality can be maintained.
- 6. Grantee shall ensure that services are provided in addition to, and not as a replacement for other services.
- 7. Grantee's COPSD specialist-to-client ratios shall not exceed 1:20.
- 8. Grantee shall bill only hours that Grantee's COPSD specialist spends in face-to-face, HHSC Solicitation No. HHS0007795

HHSC Contract No. HHS000779500006

- one-on-one counseling or case management sessions with a client and shall not bill for more than three hours per day, per client.
- 9. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
- 10. Ensure compliance with *Client Eligibility* requirements to include: Texas residence eligibility, financial eligibility and clinical eligibility as specified in SUD Program Guide.
- 11. Grantee will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
- 12. Adhere to Memorandum of Understanding requirements as stated in the SUD Program Guide.
- 13. In addition, when there are multiple System Agency-funded COPSD Grantees in the same Region, Grantee shall maintain MOUs with the other COPSD Grantees to ensure that COPSD services are available to all clients of System Agency-funded mental health and SUD treatment providers.

B. Service Delivery

Grantee shall:

- 1. Ensure that services to adult and youth clients, as defined in the SUD Program Guide, are age-appropriate and are provided by staff within their scope of practice.
- 2. Provide all services in a culturally, linguistically, and developmentally appropriate manner for clients, families, and/or significant others.
- 3. Develop a policy and procedure and have them available for system agency review on staff training to ensure that information is gathered from clients in a respectful, non-threatening, and culturally competent manner.
- 4. Adhere to TAC rules related to Access to Services for COPSD, Additional Requirements for COPSD Programs and, Specialty Competencies of Staff Providing Services to Clients with COPSD.
- 5. Conduct and document a full substance use disorder and mental health assessment (separate or integrated) within three individual service days of admission to services unless completed prior to admission. If the assessment identifies a potential mental health or substance use disorder problem, Grantee shall offer the client appropriate mental health and/or substance use disorder services either internally or through referral. Mental health treatment shall be provided by a facility or qualified person authorized to provide such services.
- 6. Document in CMBHS on the client's treatment plan both mental health problems and SUD problems with a goal, objectives and strategies documented for each problem.
- 7. Adhere to TAC related to Treatment Planning of Services to Clients with COPSD.

8.	Document in CMBHS the treatment plan within five (5) service days of admission.

- 9. At a minimum, Grantee shall conduct a treatment plan review every three months.
- 10. Provide and document in CMBHS services that assist in client stabilization, including Motivational Interviewing, referrals, case management and other counseling as indicated by the treatment plan based on the clinical assessment.
- 11. Address both psychiatric and substance use disorders simultaneously and assist clients in obtaining available services they need and choose, including self-help groups. Services shall be provided within established practice guidelines for this population.
- 12. Provide individual counseling and case management as indicated below:
 - i. Individual Counseling comprises counseling methods from qualified staff that assist clients in processing feelings in the area of gaining access to and remaining engaged in substance use disorder or mental health services or obtaining access to both.
 - ii. Case Management comprises services that assist and support the client in developing skills to gain access to needed medical, social, educational, and other services essential to meeting basic human needs.
- 13. Provide a minimum of one hour per week of documented service in CMBHS to each client.
- 14. In those instances where the client is receiving multiple services from various other providers in the community, Grantee shall make reasonable efforts to collaborate with these providers to avoid duplication of services specifically from the mental health and substance use disorder fields.
- 15. Adhere to Texas Administrative Code, regarding Client Rights including Client Bill of Rights, Client Grievances, and Abuse, Neglect, and Exploitation.
- 16. Provide overdose prevention and reversal education to all clients.
- 17. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
- 18. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
 - i. Assess all clients for tobacco use and clients seeking to cut back or quit.
 - ii. If the client indicates wanting assistance with cutting back or quitting, the client will be referred to appropriate tobacco cessation treatment.
- 19. Document the client-specific information that supports the reason for discharge listed on the discharge report. A Qualified Credentialed Counselor (QCC) shall sign the discharge summary. A client's treatment is considered successfully completed, if both of the following criteria are met:
 - i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMRHS
 - ii. All problems on the treatment plan have been addressed. Grantee shall use the Treatment Plan component of CMBHS to create a final and completed treatment plan version.

- iii. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to successful discharge.
- iv. Problems that have been "referred" shall have associated documented referrals in CMBHS.
- v. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.
- vi. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.
- 20. Document in CMBHS all Referrals and Referral Follow-ups. Mental health referrals must be documented and followed up.
- 21. Grantee shall report the Daily Capacity Management Report Monday through Friday in (CMBHS) by 11:00 a.m. Central Time. For example: Monday's daily attendance may be reported on Tuesday and Friday's attendance may be reported on the following Monday.
- 22. Grantee will adhere to Wait List requirements. The Waiting List is for individuals who cannot enter services within one week of request.
 - i. Upon determining the appropriate level of care, Grantee will make a waiting list entry in CMBHS that details the service type the individual is waiting for and the priority population designation of the individual.
 - ii. Arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours when efforts to refer to other appropriate services are exhausted.
 - iii. Have a written policy on waiting list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.
 - iv. Ensure eligible individuals who cannot be admitted within one week of requesting services must be placed on the CMBHS waiting list.
 - v. Upon admission, treatment Contractor will close the waiting list entry, indicating the date of admission as the waiting list end date.
 - vi. Ensure, either directly or through referral, that individuals waiting for admission receive interim services as required by SAMHSA Block Grant requirements.
 - vii. Document weekly contact with all individuals on its waiting list
 - viii. Notify Substance Use Disorder (<u>Substance Use Disorder@hhs.texas.gov</u>) or System Agency Program Specialist for assistance to ensure immediate admission to priority populations other appropriate services and proper coordination when appropriate.

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

Grantee shall ensure the following:

A. All personnel shall receive the training and supervision necessary to ensure

HHSC Solicitation No. HHS0007795

HHSC Contract No. HHS000779500006

Amendment No. 2

- compliance with System Agency rules, provision of appropriate and individualized treatment, and protection of client rights, health, safety, and welfare.
- B. All COPSD staff shall have at minimum two hours of training annually on working with persons in the target population.
- C. Adhere to TAC related to Specialty Competencies of Staff Providing Services to Clients with COPSD. Ensure that all COPSD staff have access to additional training annually that allows staff to maintain up-to-date competencies through governing or supervisory boards for the respective disciplines. Additional training can be found at National Association for Alcoholism and Drug Abuse Counselors (NAADAC) website. https://www.naadac.org/education
- D. Ensure that all direct care staff receive a copy of the service requirements within this statement of work.
- E. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
- F. Grantee shall have a clinical program director known as "Program Director" with at least two years of post-QCC licensure experience providing substance use disorder treatment. Substance use disorder counseling shall be provided by a QCC. All counselor interns shall work under the direct supervision of a QCC.
- G. Within 90 days of hire and prior to providing service delivery, clinical staff shall have specific documented training in the following:
 - 1. Motivational Enhancement Therapy or motivational interviewing techniques;
 - 2. Trauma Informed Care;
 - 3. Cultural Competency;
 - 4. Harm Reduction Trainings;
 - 5. Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2 training
 - 6. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website www.centralizedtraining.com
- H. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
- I. Licensed Chemical Dependency Counselors shall recognize the limitations of the licensee's ability and shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional competence.
- J. Individual counseling shall be provided by a Licensed Practitioner of the Healing Arts or a QCC. A QCC shall practice within their scope of practice. As outlined in the 25 TAC Chapter 140, Subchapter I §140.400.
- K. Ensure that a Licensed Professional Counselor Intern (LPC-I), Licensed Marriage and Family Therapist Associate (LMFT-A) and Licensed Master Social Worker(LMSW) intending to obtain their LCSW (Licensed Clinical Social Worker) in the State of Texas, may provide a mental health diagnosis and COPSD mental health counseling as long as the following criteria is met:
 - 1. Confirmation that LPC-I, LMFT-A and LMSW are registered with each of the respective licensing boards with a board-approved supervisor and will ensure

- that LPC-I, LMFT-A and LMSW are under supervision when providing counseling under the Contract.
- 2. An LPC-I may provide individual COPSD counseling services. Refer to 22 TAC, Chapter 681, Subchapter B.
- 3. A LMSW may practice clinical social work in an agency employment setting under clinical supervision, under a board-approved supervision plan, or under contract with an agency when under a board-approved clinical supervision plan. The LMSW under a board supervision plan may provide individual COPSD counseling services under the Contract. Refer to 22 TAC, Chapter 781.
- 4. An LMFT-A may provide individual COPSD counseling services. Refer to 22 TAC, §801.42.
- L. Case Management shall be provided face-to-face and one-on-one by:
 - 1. An individual who has been credentialed by the LMHA as a QMHP; or,
 - 2. An individual who:
 - i. has a bachelor's degree from an accredited college or university with a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention, or
 - ii. is a registered nurse.
- M. Grantee shall train COPSD staff responsible for providing direct services using Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocol (TIP) Comprehensive Case Management to as a guideline. https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215
- N. Grantee shall develop a post-training test and provide certificates of completion, both of which will confirm that COPSD staff demonstrate competency in the following areas:
 - 1. Knowledge of the location and types of local community resources;
 - 2. Making referrals in the community in which the client resides;
 - 3. Development of person-centered treatment plans;
 - 4. Discharge planning;
 - 5. Documentation of service delivery; and
 - 6. Ensuring services are culturally, linguistically, and developmentally appropriate.

SECTION IV: REPORTING AND SUBMISSION REQUIREMENTS

A. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency through, CMBHS, another HHSC submission system, or by email to the SUD Mailbox, SUD.Contracts@hhs.texas.gov., by the required due date and

report name described in Table 1: Submission Requirements.

- B. Reports submitted to the SUD Mailbox shall utilize the following naming convention in the email subject line:
 - [FY for Deliverable] Deliverable [Name of Deliverable] SA/COPSD [Contract No.]
- C. Grantee is required to maintain access to CMBHS for the term of this contract.
- D. Grantee shall submit all documents listed in **Table 1** by the Due Date stated.
- E. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.
- F. Grantee shall submit a quarterly match report, which documents Grantee's compliance to contribute five percent match. The report is due on the 15th of the month, following the closure of the state quarter.
- G. Grantee shall submit annual Contract Closeout documentation each fiscal year with a final contract closeout due by 45 days after contract end date.
- H. Grantee shall submit a CMBHS Security Attestation Form on or before September 15th and March 15th, each fiscal year.
- I. Grantee's duty to submit documents will survive the termination or expiration of this Contract.
- J. System Agency will monitor Grantee's performance of the requirements in **Attachment A and Attachment B,** and compliance with the Contract's terms and conditions.

Table 1: Submission Requirements

Requirement	Deliverable	Due Date	Submission System
	(Report Name)		
Section IV	Quarterly Match	Each FY.	SUD Mailbox:
	Report	Ouarterly:	SUD.Contracts@hhs.texas.gov
		Q1: December 15th	
		Q2: March 15th	
		Q3: June 15th	
		Q4: September 15th	
Section IV	FY Closeout	Each FY:	SUD Mailbox:
	documents	October 15 th	SUD.Contracts@hhs.texas.gov
Section IV	Final Closeout	By 45 days after	SUD Mailbox:
	documents	contract end date.	SUD.Contracts@hhs.texas.gov

	Section V	CMBHS	Each FY:	SUD Mailbox:
		Security Attestation	September 15th &	SUD.Contracts@hhs.texas.gov
		Form and list of	March 15 th	
		authorized users		
١				
1				

SECTION V: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee Shall:

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within 10 business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- E. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees and contracted laborers authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, each fiscal year.
- F. Attend System Agency training on CMBHS documentation.

ATTACHMENT B

PROGRAM SERVICES & UNIT RATES (AUGUST 2023)

- A. Contract is funded with the United States Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959 and System Agency General Revenue.
- **B.** Compliance is required with the following provisions of Code of Federal Regulation (CFR):
 - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.
 - 2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, link:

 https://www.ecfr.gov/current/title-2/subtitle-A/ch+96apter-II. For additional guidance regarding the Federal Uniform Grant Guidance please see also:

 https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance
- C. Compliance is required with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/

D. Funding

- 1. System Agency's share of total reimbursements is not to exceed \$318,800.00 for the period of February 01, 2022 through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV**, **Budget of the Contract Signature Document**.
- 2. The required Grantee match for the same period is \$15,940.00. Grantee is required to contribute five (5%) matching of funds. All funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) do not require the matching of funds and is excluded from the match calculations.
- **E.** Claims and Payment Requirements:
 - 1. Grantee shall submit claims in CMBHS after services are rendered; no later than monthly.
 - 2. After the closure of each fiscal year, System Agency shall conduct contract close-out activities. Grantee shall ensure all claims for each state fiscal year (September August) are submitted in CMBHS by October 15th. Claims submitted after October 15th may be

denied.

- 3. All claims for September service period of the current fiscal year must be submitted by October 15th. Claims submitted after this date may be denied due to the grant budget period being closed.
- 4. System Agency may request additional supportive documentation to support the claims. All requests for additional information shall be provided by the deadline requested
- **F.** Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- G. Budget Program Adjustment (BPA) Requirements
 - 1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart, by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov.
 - 2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
 - 3. Each Fiscal Year (FY), the deadlines to submit a BPA is March 1st.
- **H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- **I.** System Agency funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.
- **J.** Service Unit Rates
 - 1. The unit rates for the service charts referenced in **Section N** of this Attachment are located at the System Agency Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Treatment Rate Sheet**, the link to the webpage is below. All unit rates are subject to change and contingent on available funding.

https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message via email.

- 2. If unit rates are adjusted in accordance with **Section J.1**. of this Attachment., System Agency will provide Grantee notice through a broadcast message via email. All broadcast messages will be maintained in Grantees Contract file, and document the following:
 - a. Treatment Program/Service Type unit rate adjustments;
 - b. Treatment Program/Service Type unit rate adjustments effective date;
 - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment, in accordance with **Section J.3.** of this Attachment.
- 3. There may be a delay between the effective date of the rate adjustment and those updated rates being reflected in CMBHS. In the event of a difference in the posted adjusted rate and the rate in CMBHS, the posted rate controls and payment will be adjusted as described in **Section J.4.** of this Attachment.
- 4. The System Agency effective date of the rate adjustment will determine the method(s) to implement the unit rate adjustment, as follows:
 - a. During the fiscal year close-out, System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in Contract Signature Document, Section IV and/or Amendments documenting revisions to FY allocations.
 - b. System Agency may revise the service unit rates in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
 - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
 - d. Method(s) used to process unit rate adjustments will be described in the broadcast message in **Section J.1.** of this Attachment.
- **K.** Clinic numbers must be approved by the System Agency Contract Manager before billing can occur. The Clinic Change Request Form is located at the System Agency Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Clinic Request Form**, the link to the webpage is below:

 $\underline{https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.}$

L. Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.

M. Reimbursement of Allowable Costs for State Fiscal Year 2022 and State Fiscal Year 2023:

Grantees may be eligible to receive additional payments for fiscal years 2022 and 2023 for COVID 19-related costs incurred for covered services that were not included under the fee-for service payment reimbursement mechanism.

Additional payments will only be made upon written approval from System Agency. The agency does not guarantee the additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the contract values as specified in Article IV, Budget, of the Contract Signature Document for the associated fiscal year.

At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual claim services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15th of each fiscal year.

Additional payments shall comply with applicable provisions within Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).

Additional payments will be made at the sole discretion of System Agency and are subject to availability of funds.

N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in Attachment A of this Contract in accordance with the following cost categories:

SERVICE TYPE/Numbers Served/Capacity/Funding Amounts

Fiscal Year 2023 Service Chart

Service Type	Number Served	Capacity	Amount
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD)	70	8	\$79,700.00
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Adult			
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Youth			

Fiscal Year 2024 Service Chart

Service Type	Number Served	Capacity	Amount
Co-occurring Psychiatric & Substance	70	8	\$79,700.00
Abuse Disorders (COPSD)			
Co-occurring Psychiatric & Substance			
Abuse Disorders (COPSD) - Adult			
Co-occurring Psychiatric & Substance			
Abuse Disorders (COPSD) - Youth			

Fiscal Year 2025 Service Chart

Service Type	Number Served	Capacity	Amount
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD)	70	8	\$79,700.00
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Adult			
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD) - Youth			



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify all of the statements contained in this section, they must provide written notice to HHSC detailing which of the below statements they cannot certify and why.						
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?						
Yes – Skip questions A, B and C and continue to section D. (○ Yes – Skip questions A, B and C and continue to section D. ⊗ No – Answer questions A and B.					
A. Certification Regarding Percent of Annual Gross from Fe	deral Awards					
Did your organization receive 80% or more of its annual gross revenue	from federal awards during the prece	ding fiscal year?				
B. Certification Regarding Amount of Annual Gross from Fe	ederal Awards					
Did your organization receive \$25 million or more in annual gross reven	nues from federal awards in the prece	ding fiscal year?				
If your answer is Yes to both questions A and B, you must answer ques	stion C.					
If your answer is No to either question A or B, skip question C and cont	inue to section D.					
C. Certification Regarding Public Access to Compensation	Information					
Does the public have access to information about the highly compensate parent organization, all branches and all affiliates worldwide) through perchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the	eriodic reports filed under Section 13(
Yes O No – Provide the names and total compensation of the top five highly compensated officers/senior executives.						
Name of Officer or Senior Executive Total Compensation						
1.						
2.						
3.						
4.						
5.						
D. Signatures						
As the duly authorized representative (signer) of the contractor, I hereb true, complete and correct to the best of my knowledge. —DocuSigned by:	y certify that the statements made by	me in this certification form are				
Tray Payne						
Signature of Authorized Representative	Date					
Printed Name of Authorized Representative Fray Payne Title of Authorized Representative Mayor						
egal Name of Contractor Unique Entity Identifier City of Lubbock						
Applicable HHSC Contract No.(s):						

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Sec	tion 1: Contract Informat	tion					
	New Contract Number HHS000779500006			x	Amendment Number 2		
	New Work Order Number					Amendment Number	
	tractor Legal Business Name:						
CIT	Y OF LUBBOCK		1				
Tota	al Contract Value (Including Renewals \$334) 1,740.00				ed as the estimated dollar amount that t executed and proposed amendments, ext	
	uesting Agency/Program SC MSS-SUDCMU		,				
	tract Manager Name			Contract M			Contract Manager Phone
Cris	stina Bunyard			cristina.bu	inyard	@hhs.texas.gov	N/A
Pur	chaser/Buyer Name			Purchaser	/Buyeı	Email	Purchaser/Buyer Phone
CAPPS	acts. All contract-specific approvers, except 5 Financials. CAPPS approvals must occur in 5 a legal approved boilerplate template Approver Title	the order lis	ted belov Yes			approve in DocuSign, must be listed in to attach Proof of Approval Approver E-m	
1.	Contract Analyst	Cristina	Buny	ard		cristina.bunyard@hhs.texas.	gov
2.	Contract Administration Man	Angela	Perkin	ıs		angela.perkins@hhs.texas.go	v
3.	Legal	Fescen	meyer,	,Megan		Megan.Fescenmeyer01@hhs.	texas.gov
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							

Effective 10/23/2017 -1 - Revised 01/13/2022



CONTRACT ROUTING AND APPROVAL REQUEST



DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver Name		E-mail Address
Chief Financial Officer Trey Wood		Trey.Wood@hhs.texas.gov
System Contracting Director Andy Marker Edward.Marker@hhs.texas.go		Edward.Marker@hhs.texas.gov
\$20,000,000 and over		
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

OIG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address	
Chief Financial Officer Trey Wood		Trey.Wood@hhs.texas.gov	
\$20,000,000 and over			
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov	
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov	
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov	

DSHS Contracts

\$20,000,000 up to \$49,999,999

Approver	Name	E-mail Address
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
DSHS General Counsel	Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov
\$50,000,000 and over		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 4: DocuSign Signatories				
Signatory	Name	E-mail Address		
Contractor Signature Authority	Tray Payne	TrayPayne@mylubbock.us		
Additional Contractor Signature Authority*				
Contractor Signature cc	Gloria Diaz	gdiaz@mylubbock.us		
HHS Signature Authority	Swan,Roderick	Roderick.Swan@hhs.texas.gov		
HHS Signature Authority cc	SA Mailbox	SUD.Contracts@hhs.texas.gov		
General Inbox cc	Cristina Bunyard	cristina.bunyard@hhs.texas.gov		
* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.				
Please cc. Katherine Wells at kwells@r	Please cc: Katherine Wells at: kwells@mylubbock.us			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



INSTRUCTIONS

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPS Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515

Section 1: To be completed by Program.

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPS Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, **except for the contract signatory who will review and approve in DocuSign**, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins

Section 3: Required Approvals.

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Effective 10/23/2017 - 4 - Revised 01/13/2022

ORACLE Welcome 00000232016 logged on FSPRD

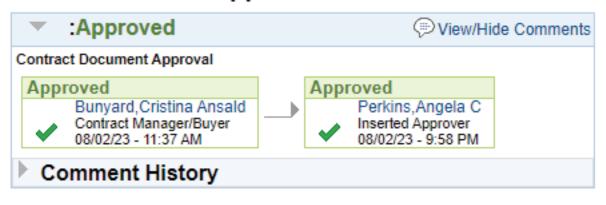
Document Approval Status

SetID HHSTX
Supplier CITY OF LUBBOCK

Contract ID HHS00077950



Contract Document Approval



Submit for Approval

Return to Document Management

From: Ford, Laura (HHSC)

To: <u>Driscoll, James (HHSC)</u>; <u>Perkins, Angela (HHSC)</u>

Cc: Cruz,Lisa (HHSC); Moore,Mary (HHSC/DSHS); Molenaar,Jennifer (HHSC/DSHS); Valdez,Sonia (HHSC);

Zarrella, Danielle (HHSC); HHSC SUD Contracts

Subject: Legal Approval: BP 06 COPSD

Date: Thursday, July 13, 2023 1:04:55 PM

Attachments: 3. Attach B Program Services Unit Rates System Contracting Edits 07.12.2023.docx

1. COPSD Signature Page - Remove funds7.10.23 System Contracting 07.12.2023.docx

1. COPSD Signature Page - No funding changes 7.10.23 System Contracting Edits 07.12.2023.docx

Attach A, Statement of Work (2).docx
 Attachment H, FFATA (8).pdf

image001.png

Hello James and Angela

Please find the legally approved boilerplate for COPSD.

Please let me know if there are any questions.

Thanks

Laura Ford | Director

Substance Use Disorder Contract Management Unit Behavioral Health Contract Operations

Work cell: 806.252.4683

Email: <u>laura.ford@hhs.texas.gov</u>



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link: http://www.txsmartbuy.com/sp

<u>Confidentiality Statement:</u> The contents of this e-mail message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its contents (including attachments).

From: Fescenmeyer, Megan (HHSC) < Megan. Fescenmeyer 01@hhs.texas.gov>

Sent: Wednesday, July 12, 2023 2:08 PM

To: Ford, Laura (HHSC) < Laura. Ford@hhs.texas.gov>

Cc: Zarrella, Danielle (HHSC) < Danielle. Zarrella@hhs.texas.gov>; Molenaar, Jennifer (HHSC/DSHS) < Jennifer. Molenaar@hhs.texas.gov>; HHSC SUD Contracts < SUD. Contracts@hhs.texas.gov> **Subject:** RE: For Review and Approval by 7/12/23: BP Status Inquiry: Boilerplate 06 COPSD

Hi Laura and all,

Please find attached approved packet by myself and my leadership. The sig docs and budget have been revised. No changes to the SOW. Let me know if there are any questions. Friendly reminder that so long as there no changes to the approved boilerplate content, you do not need to send to me for approval in CAPPS FIN for each individual amendment.

Thanks, Megan

From: Ford, Laura (HHSC) < <u>Laura.Ford@hhs.texas.gov</u>>

Sent: Monday, July 10, 2023 11:54 PM

To: Fescenmeyer, Megan (HHSC) < <u>Megan. Fescenmeyer 01@hhs.texas.gov</u>>

Cc: Zarrella, Danielle (HHSC) < <u>Danielle. Zarrella@hhs.texas.gov</u>>; Molenaar, Jennifer (HHSC/DSHS) < <u>Jennifer. Molenaar@hhs.texas.gov</u>>; HHSC SUD Contracts < <u>SUD. Contracts@hhs.texas.gov</u>>

Subject: For Review and Approval by 7/12/23: BP Status Inquiry: Boilerplate 06 COPSD

Importance: High

Hello Megan

Please find attached all documents as part of the boilerplate(BP) submission for your review and approval. Please find change from BP submission on 5/16/23 regarding Attachment E-1 Supplemental Terms and Conditions as no revision will be needed as part of the boilerplate. The Amendment Sign Page for No funding Changes and Remove funds have been revised to remove the revision to Attachment E-1 indicated by strikeouts.

Respectfully request review and approval of the boilerplate for COPSD by 7/12/23. Please let me know if previous review had been completed on the boilerplate documents as I could not locate email noting your review but perhaps I was not included in the email or missed the email

Please let me know if there are any questions or anything else that is needed for this request.

Thank You,

Laura Ford | Director

Substance Use Disorder Contract Management Unit Behavioral Health Contract Operations

Work cell: 806.252.4683

Email: <u>laura.ford@hhs.texas.gov</u>



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link: http://www.txsmartbuy.com/sp

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From: Zarrella, Danielle (HHSC) < <u>Danielle.Zarrella@hhs.texas.gov</u>>

Sent: Saturday, July 8, 2023 8:42 AM

To: Ford, Laura (HHSC) < <u>Laura.Ford@hhs.texas.gov</u>>; Fescenmeyer, Megan (HHSC)

< Megan. Fescenmeyer 01@hhs.texas.gov>

Cc: Molenaar, Jennifer (HHSC/DSHS) < <u>Jennifer. Molenaar@hhs.texas.gov</u>>; HHSC SUD Contracts

<<u>SUD.Contracts@hhs.texas.gov</u>>

Subject: RE: BP Status Inquiry: Boilerplate 06 COPSD

Good Morning Megan,

Following up on this request. I am the assigned CM for the COPSD Boiler Plate. Please send your comments/edits to me once your review is complete.

Thank you!

Danielle Zarrella, CTCM | Contract Manager

Substance Use Disorder Contract Management Unit Behavioral Health Services

909 West 45th St. | Austin, Texas 78751 Email: <u>Danielle.Zarrella@hhs.texas.gov</u>



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From: Ford, Laura (HHSC) < <u>Laura.Ford@hhs.texas.gov</u>>

Sent: Sunday, July 2, 2023 9:54 PM

To: Fescenmeyer, Megan (HHSC) < <u>Megan.Fescenmeyer01@hhs.texas.gov</u>>

Cc: Zarrella, Danielle (HHSC) < <u>Danielle.Zarrella@hhs.texas.gov</u>>; Molenaar, Jennifer (HHSC/DSHS) < <u>Jennifer.Molenaar@hhs.texas.gov</u>>; HHSC SUD Contracts < <u>SUD.Contracts@hhs.texas.gov</u>>

Subject: BP Status Inquiry: Boilerplate 06 COPSD

Importance: High

Hello Megan

Just wanted to touch base on review and approval of the boilerplate submitted on 5/16/23 by Nicole Acclis, Director. Nicole completed the submission yet she is out on extended leave and is this boilerplate is now assigned to Danielle Zarella, Contract Manager.

Boilerplate 06 COPSD

Please let us know if there are any questions or anything that is needed on our end

Thanks,

Laura Ford | Director

Substance Use Disorder Contract Management Unit Behavioral Health Contract Operations Work cell: 806.252.4683

Email: laura.ford@hhs.texas.gov



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link: http://www.txsmartbuy.com/sp

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Certificate Of Completion

Envelope Id: C09748828F744A2087A862CBAA29E06F

Subject: Amending \$334,740.00; HHS000779500006; CITY OF LUBBOCK A-2; HHSC MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 28

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.145.83

Record Tracking

Status: Original

8/4/2023 3:19:33 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Texas Health and Human Services

Commission

Signatures: 5

Initials: 0

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

Signature

Tray Payne TrayPayne@mylubbock.us

Mayor City of Lubbock

Security Level: Email, Account Authentication

(None)

DocuSigned by:

tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/4/2023 3:40:30 PM Resent: 8/24/2023 10:49:00 PM Viewed: 8/25/2023 2:25:25 PM

Signed: 8/28/2023 8:53:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roderick Swan

roderick.swan@hhs.texas.gov Associate Commissioner

Security Level: Email. Account Authentication

(None)

DocuSianed by: Roderick Swan F79F19B7A71B4AD

Signature Adoption: Pre-selected Style Using IP Address: 72.179.41.247

Sent: 8/28/2023 8:53:48 AM Viewed: 8/28/2023 8:58:19 AM Signed: 8/28/2023 8:58:55 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature **Timestamp**

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Status Carbon Copy Events

COPIED

SA Mailbox

SUD.Contracts@hhs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

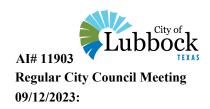
Timestamp

Sent: 8/4/2023 3:40:30 PM Viewed: 8/21/2023 9:00:18 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Cristina Bunyard cristina.bunyard@hhs.texas.gov	COPIED	Sent: 8/4/2023 3:40:29 PM Viewed: 8/28/2023 9:43:54 AM
Contract Specialist IV Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	CODIED	Sent: 8/24/2023 10:48:53 PM
kwells@mylubbock.us	COPIED	Viewed: 8/25/2023 6:11:01 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Megan Miller	CODIED	Sent: 8/24/2023 10:48:53 PM
mmiller@mylubbock.us Security Level: Email, Account Authentication (None)	COPIED	

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2023 3:40:30 PM
Envelope Updated	Security Checked	8/24/2023 10:48:52 PM
Envelope Updated	Security Checked	8/24/2023 10:48:52 PM
Envelope Updated	Security Checked	8/24/2023 10:48:52 PM
Certified Delivered	Security Checked	8/28/2023 8:58:19 AM
Signing Complete	Security Checked	8/28/2023 8:58:55 AM
Completed	Security Checked	8/28/2023 8:58:55 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure: Not Offered via DocuSign



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS0007795500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment of Adults (TRA), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to revise the Attachment A, Statement of Work, Attachment B, Program Services, and Unit Rates, to add funding to serve additional clients and/or process payment in accordance with Attachment B, and to update Attachment H and certain Contract information. All amendments and modifications are stated in the contract agreement.

The effective date of this Amendment is August 31, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024, is \$3,966,547.00. A 5% match is required for this contract agreement.

Staff/Board Recommending

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

Attachments

Resolution

5.35 Adobe11903_Executed_Amendment_No._3_TRA_\$1619034200_HHS000779500002_COL

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000779500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, to provide funding for Treatment for Adults (TRA), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

this resolution as it fully set forth hereit at	id shan be included in the influtes of the City C
Passed by the City Council on	· · · · · · · · · · · · · · · · · · ·
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Bill Dowerton, Deputy City Manager	
APPROVED AS TO FORM:	
Rachael Foster, Assistant City Attorney	_
Rachael Foster, Assistant City Attorney	_

RES.HHSC Contract No. HHS000779500002 Amendment No.3 Ratification 8.29.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500002 AMENDMENT NO. 3

The HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee"), who are collectively referred to herein as the "Parties," to that certain Treatment for Adults (TRA) Contract effective August 1, 2020, and denominated HHSC Contract No. HHS000779500002 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC desires to revise Attachment A, Statement of Work;

Whereas, HHSC desires to revise Attachment B, Program Services and Unit Rates;

Whereas, HHSC desires to add funding to serve additional clients and/or process payment in accordance with Attachment B; and

Whereas, HHSC desires to update Attachment H and certain Contract information.

Now, THEREFORE, the Parties hereby amend and modify the Contract as follows:

- 1. **ARTICLE IV** of the Contract Signature Document, **BUDGET**, is hereby deleted in its entirety and replaced with the following to add state allotted funding of \$3,962,751.00. The HHSC funding, amount added, required match, and total for each State Fiscal Year (September 1 August 31) (FY), as well as the Total Contract Value is documented in the table below:
 - A. The HHSC allocated share and Grantee required match per State Fiscal Year (FY) is as follows:

Fiscal Year	HHSC Share	Amount	Grantee	Total
		Added	Required Match	
2021	\$1,144,980.00	\$0.00	\$57,249.00	\$1,202,229.00
2022	\$1,219,980.00	\$0.00	\$57,249.00	\$2,702,879.00
2023	\$2,645,630.00	\$1,320,917.00	\$128,531.00	\$4,095,078.00
2024	\$2,645,630.00	\$1,320,917.00	\$128,531.00	\$4,095,078.00
2025	\$2,645,630.00	\$1,320,917.00	\$128,531.00	\$4,095,078.00
Totals	\$10,301,850.00	\$3,962,751.00	\$500,091.00	\$16,190,342.00

- B. All expenditures under the Contract No. HHS000779500002 will be in accordance with ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED AUGUST 2023).
- 2. ATTACHMENT A of the Contract, STATEMENT OF WORK (REVISED APRIL 2021), is deleted in its entirety and replaced with ATTACHMENT A, STATEMENT OF WORK (REVISED AUGUST

2023).

- 3. ATTACHMENT B of the Contract, PROGRAM SERVICES AND UNIT RATES (OCTOBER 2022), is deleted in its entirety and replaced with ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED AUGUST 2023).
- 4. ATTACHMENT H of the Contract, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION, is hereby supplemented with the addition of an up-to-date FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM, to be completed by Grantee and incorporated into the Contract to meet the Federal requirement.
- 5. The U.S. Health and Services Commission, Substance Abuse and Mental Health Services Administration (SAMHSA) revised the name of the Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT), assistance listing number 93.959. Therefore, the Contract is revised as follows:
 - All references in the Contract to Substance Abuse Prevention and Treatment Block Grant (SABG) or (SAPT) are hereby replaced with the following: Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant.
- 6. This Amendment No. 3 shall be effective as of August 31, 2023.
- 7. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

ATTACHMENT B

ATTACHMENT H

SIGNATURE PAGE FOR AMENDMENT NO. 3 HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500002

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By:Bocusigned by:	By:
Sonja Gaines	Tray Payne
NoSG	Mayor
Date of Execution: August 29, 2023	Date of Execution: August 29, 2023
THE FOLLOWING ATTACHMENTS ARE A CONTRACT:	ITACHED AND INCORPORATED AS PART OF THE
ATTACHMENT A STATEMENT OF V	Vork (Revised August 2023)

(FFATA) CERTIFICATION FORM

PROGRAM SERVICES AND UNIT RATES (REVISED AUGUST 2023)

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

ATTACHMENT A STATEMENT OF WORK (REVISED AUGUST 2023)

SECTION I: PURPOSE

Grantee shall provide substance use disorder treatment services to the target population at one or more of the following service types/levels of care. The service types/levels of care below are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, located at the following link: https://www.hhs.texas.gov/providers/behavioral-health-services-providers/substance-use-service-providers and the American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

SECTION II: TARGET POPULATION

A. TREATMENT FOR ADULTS (TRA)

Target Population

Adult Texas residents who meet *Client Eligibility* for HHSC-funded services as stated in the SUD Program Guide, located at the following link: https://www.hhs.texas.gov/providers/behavioral-health-services-providers/substance-use-service-providers. Persons who are living with HIV are eligible for these programs/service types.

- 1. Outpatient Treatment Services (ASAM Level 1 Outpatient Services)
- 2. Supportive Residential Treatment Services
 (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
- 3. Intensive Residential Treatment Services
 (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
- 4. Residential Detoxification Services (ASAM Level 3.7 Medically Monitored Withdrawal Services)
- 5. Ambulatory Detoxification Services (ASAM Level 2 Withdrawal Management)

B. TREATMENT FOR ADULTS (TRA)

HIV Statewide Intensive Residential Program Target Population

providers.

1. Human Immunodeficiency Virus (HIV) Statewide Intensive Residential (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

SECTION III. SERVICE REQUIREMENTS

Grantee shall comply with the following:

A. Administrative Requirements

- 1. Adhere to the most current SUD Program Guide.
- 2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD while promoting recovery.
- 3. Adhere to Level of Care/Service Type licensure requirements.
- 4. Comply with all applicable Texas Administrative Code (TAC) rules as adopted by HHSC related to SUD treatment.
- 5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
- 6. In addition to TAC and SUD Program Guide-required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:
 - i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the *Client Eligibility* criteria for admissions;
 - ii. All marketing materials published shall include state and federal priority populations admissions;
 - iii. Client retention in services, including protocols for addressing clients absent from treatment, and policies defining treatment non-compliance; and
 - iv. All policies and procedures shall be provided to HHSC upon request.
- 7. Ensure that Program Directors participate in their specific program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Grantee executive management may participate in the conference calls.
- 8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
- 9. Ensure compliance with *Client Eligibility* requirements to include: Texas eligibility, financial eligibility, and clinical eligibility as required in the SUD Program Guide.
- 10. Develop a local agreement with the Texas Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
- 11. Adhere to Memorandums of Understanding requirements as stated in the SUD

Program Guide.

B. Service Delivery

- 1. Adhere to the *Federal Priority Populations for Treatment Programs* and *State Priority Populations for Treatment Programs* as stated in the SUD Program Guide.
- 2. Maintain a *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide.
- 3. Maintain a *Wait List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
 - i. Grantee that has an individual identified as a federal and state priority population on the wait list shall confirm this in the *Daily Capacity Management Report*.
 - ii. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours when efforts to refer to other appropriate services are exhausted.
 - iii. Grantee shall offer directly or through referral interim services to wait-listed individuals.
 - iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
 - v. Develop a mechanism to maintain contact with individuals awaiting admission.
- 4. If unable to provide admissions to individuals within Federal Priority Populations for Treatment Programs and State Priority Populations for Treatment Programs according to the SUD Program Guide:
 - i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a client cannot be admitted for services immediately.
 - ii. When Grantee cannot admit a client, who is at risk for withdrawal, Grantee shall ensure that an emergency medical care provider is notified.
 - iii. Coordinate with an alternate provider for immediate admission.
 - iv. Notify Substance Use Disorder (<u>Substance Use Disorder@hhs.texas.gov</u>) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
 - v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
 - vi. Adhere to *Informed Consent Documentation for Opioid Use Disorder* applicable to the individual as stated in the SUD Program Guide.
 - vii. When an individual is placed on the waiting list, Grantee shall document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB), and sexually transmitted infections (STIs).

C. Screening and Assessment

- 1. Comply with all applicable rules for SUD programs in the TAC regarding Screening and Assessment, as referenced in *State Information, Rules, and Regulations* of the SUD Program Guide.
- 2. When documenting a CMBHS screening, Grantee shall conduct the screening in a confidential, face-to-face interview in accordance with TAC.
- 3. Document Financial Eligibility in CMBHS as required in the SUD Program Guide.
- 4. Conduct and document a CMBHS SUD initial assessment with the client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including Tuberculosis, Hepatitis C, sexually transmitted infection (STI), and Human Immunodeficiency Virus (HIV).
 - i. If client indicates risk for these communicable diseases, Grantee shall refer the client to the appropriate community resources for further testing and counseling.
 - ii. If the client is at risk for HIV, Grantee shall refer the client to pre and post-test counseling on HIV.
- 5. Grantee must also consider referring to the TRA Statewide HIV Intensive Residential Treatment facility to concurrently address medical needs and SUD.
- 6. If a client is living with HIV, Grantee must refer the client to the appropriate community resources to complete the necessary referrals and health related paperwork.
- 7. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the client record within three (3) service days of admission or a program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the 30 business days preceding admission.

D. Treatment Planning, Implementation and Review

- 1. Comply with all applicable rules for SUD programs in the TAC regarding Treatment Planning, Implementation and Review, as referenced in *State Information, Rules, and Regulations* of the SUD Program Guide.
- 2. Collaborate actively with clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a projected length of stay for each individual client.
- 3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the client.
- 4. The treatment plan shall be signed by a QCC and filed in the client record within five service days of admission.

E. Discharge

1. Comply with all applicable rules in the TAC regarding Discharge, as referenced in HHSC Solicitation No. HHS0007795
HHSC Contract No. HHS000779500002
Amendment No. 3

- Information, Rules, and Regulations of the SUD Program Guide.
- 2. Develop and implement an individualized discharge plan with the client to assist in sustaining recovery.
- 3. Document in CMBHS the client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the client record. A client's treatment is considered successfully completed if the following criteria are met:
 - i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS.
 - ii. All problems on the treatment plan have been addressed.
- 4. Utilize the treatment plan component of CMBHS to create a final and completed treatment plan version.
- 5. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
 - i. Problems that have been "referred" shall have associated documented referrals in CMBHS;
 - ii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
 - iii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

- 1. Comply with all applicable rules in the TAC for SUD programs, as stated in *Information, Rules, and Regulations* of the SUD Program Guide.
- 2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
- 3. Accept referrals from the OSAR.
- 4. Provide evidenced-based education at minimum on the following topics: (i) Tuberculosis; (ii) HIV; Hepatitis B and C; (iii) Sexually Transmitted Infections/Diseases; and (iv) health risks of tobacco and nicotine product use.
- 5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the client.
- 6. Ensure client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
- 7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for clients, families, and/or significant others.
- 8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
- 9. Provide overdose prevention and reversal education to all clients.
- 10. Specific overdose prevention activities shall be conducted with clients with opioid use

disorders and those clients that use drugs intravenously. Grantee will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.

- 11. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follows:
 - i. Assess all clients for tobacco use and all clients seeking to cut back or quit.
 - ii. If the client indicates wanting assistance with cutting back or quitting, the client will be referred to appropriate tobacco cessation treatment.
- 12. Utilize HHSC as the payer of last resort if the client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION IV: STAFF COMPETENCIES AND REQUIREMENTS

- **A.** All personnel shall receive the training and supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
- **B.** Ensure that all direct care staff receive a copy of this statement of work and SUD Program Guide requirements.
- C. Ensure that all direct care staff review all policies and procedures related to the program or organization on an annual basis.
- **D.** Ensure compliance with all applicable rules in the TAC for SUD Programs regarding Personnel Practices and Development, as stated in *Personnel Requirements and Documentation* of the SUD Program Guide.
- **E.** Within 90 business days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
 - 1. Motivational interviewing techniques or Motivational Enhancement Therapy;
 - 2. Trauma-informed care;
 - 3. Cultural competency;
 - 4. Harm reduction trainings;
 - 5. HIPAA and 42 CFR Part 2 training; and
 - 6. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.
- **F.** Ensure all direct care staff complete annual education on Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.
- **G.** Ensure all direct care staff complete a minimum of 10 hours of training each state fiscal year in any of the following areas:
 - 1. Motivational interviewing techniques;
 - 2. Cultural competencies;
 - 3. Reproductive health education;
 - 4. Risk and harm reduction strategies;
 - 5. Trauma informed care; or
 - 6. Suicide prevention and intervention.
- H. Individuals responsible for planning, directing, or supervising treatment services shall be

QCC.

- **I.** Grantee shall have a clinical program director known as a "Program Director" with at least two years of post-QCC licensure experience providing substance use disorder treatment.
- **J.** Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have been trained in the education. All counselor interns shall work under the direct supervision of a QCC.
- **K.** Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
- L. Develop a policy and procedure on staff training, available for HHSC review, to ensure that information is gathered from clients in a respectful, non-threatening, and culturally competent manner.
- **M.** For HIV Residential Grantee, all counseling staff will have one year of experience working with persons living with HIV or the at-risk population.
 - 1. Specific training for direct care staff is required annually in harm, risk reduction, and overdose training.
 - 2. The Registered Nurse (RN), Licensed Vocational Nurse (LVN), or Physician's Assistant must have at least two years' experience working with persons living with HIV. All shifts will be staffed with either a LVN or RN.
 - 3. Food service staff will include at least one full time employee who has certification in food service management and the ability to plan and accommodate diets recommended for individuals served by Grantee.

SECTION V: LEVELS OF CARE/SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES ASAM Level 1 Outpatient Services

Grantee will adhere to the following service requirements:

- 1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment programs/services.
- 2. Provide and document in CMBHS one (1) hour of group or individual counseling services for every six (6) hours of educational activities.
- 3. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services

Grantee will adhere to the following service requirements:

1. Adhere to TAC requirements and SUD Program Guide for residential treatment programs/services.

2. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the residential treatment services.

C. INTENSIVE RESIDENTIAL TREATMENT SERVICES ASAM Level 3.5 Clinically Managed High-Intensity Residential Services

Grantee will adhere to the following service requirements:

- 1. Adhere to TAC requirements and SUD Program Guide for residential treatment programs/services.
- 2. Document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the residential treatment services.

D. HIV STATEWIDE INTENSIVE RESIDENTIAL TREATMENT SERVICES

Grantee will adhere to applicable TAC residential services requirements. In addition, Grantee will adhere to the following service requirements:

- 1. Work collaboratively with other community-based case management services to resolve admission barriers for clients seeking treatment for SUD or medical care.
- 2. Provide and document medical monitoring and treatment of HIV and ensure the provision of expedited timely co-occurring needs and treatment for related conditions, addressing issues associated with antiviral drug resistance and adherence, symptoms associated with drug-induced side effects and prescribed prophylaxis for opportunistic infection(s).
- 3. Ensure individual counselling and groups (including educational groups and other structured activities) will be documented in CMBHS and include goals for the client to achieve and involve discussion and active learning situations. Required topics include but are not limited to the following:
 - i. HIV disease management including medical adherence;
 - ii. Nutrition:
 - iii. Risk reduction, including the opportunity to address risk reduction in lifestyle specific settings;
 - iv. Mental health;
 - v. Relapse prevention;
 - vi. 12-step support; and
 - vii. Life skills.
- 4. Provide directly or through referral, brief family intervention, support and educational groups, and associated family therapy designed to build support and resources for clients in treatment.
- 5. Facilitate two (2) hours per month of HIV and Hepatitis C co-infection group counseling.
- 6. Provide and document a referral in CMBHS for psychiatric evaluations as needed and indicated.

- 7. Provide nursing care 24 hours a day, 7 days a week.
- 8. Provide client meals in accordance with recommended nutritional guidelines, specifically adjusted for persons living with HIV.
- 9. Maintain a clean client living environment in accordance with Universal and Standard Precaution Guidelines prescribed by the Center for Disease Control and Prevention (CDC) including linen care, hand-washing habits, food areas, flooring, and air conditioning located at: https://www.cdc.gov/infectioncontrol/basics/standard-precautions.html.
- 10. Ensure access to recreational facilities and scheduled daily exercise / activity for all clients capable of participation.
- 11. Conduct discharge planning and emphasize referrals to community resources for continued medical care and other support services.
- 12. Document a referral and referral follow-up prior to discharge to HIV medical care and community resources for ongoing support.
- 13. Complete and document in CMBHS a discharge follow-up no sooner than sixty (60) calendar days and no later than ninety (90) calendar days after discharge from the treatment program.

E. RESIDENTIAL WITHDRAWAL MANAGEMENT SERVICES ASAM Level 3.7 Medically Monitored Withdrawal Management

Grantee will adhere to the TAC applicable residential detoxification/withdrawal services requirements. Grantee will adhere to the following service requirements:

- 1. Adhere to the SUD Program Guide for detoxification/withdrawal management services.
- 2. Adhere to the following additional service delivery requirements:
 - i. Document in CMBHS a Detoxification Assessment for withdrawal management per CMBHS.
 - ii. Document in CMBHS a discharge plan prior to discharge or transfer.
 - iii. Document in CMBHS a discharge follow-up no more than 10 calendar days after discharge from withdrawal management services.
 - iv. Develop and implement policies, procedures, and medical protocols to ensure client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for HHSC review.

F. AMBULATORY WITHDRAWAL MANAGEMENT ASAM Level 2 Withdrawal Management

Grantee will adhere to the following service requirements:

- 1. Adhere to the SUD Program Guide for detoxification/withdrawal management services.
- 2. Adhere to the following additional service delivery requirements:
 - i. Document in CMBHS a Detoxification Assessment for withdrawal management per CMBHS.

- ii. Document in CMBHS a discharge plan prior to discharge or transfer.
- iii. Document in CMBHS a discharge follow-up no more than 10 calendar days after discharge from withdrawal management services.
- iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for HHSC review.
- 3. Grantee will adhere to the TAC applicable ambulatory services requirements. Ambulatory detoxification shall not be a stand-alone service. Grantees shall ensure the client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

SECTION VI: REPORTING AND SUBMISSION REQUIREMENTS

- **A.** Grantee shall submit required reports of monitoring activities to HHSC by the applicable due date outlined below. The following reports must be submitted to HHSC through SUD Mailbox at <u>SUD.Contracts@hhs.texas.gov</u>, CMBHS, and/or another HHSC submission system, by the required due date and report name described in **Table 1: Submission Requirements**.
- **B.** Grantee shall submit all documents listed in Table 1 by the Due Date stated.
- **C.** Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.
- **D.** Grantee shall submit monthly claims in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
- **E.** Grantee shall submit a Quarterly Match Report on System Agency approved template, which documents Grantee's compliance to contribute five percent (5%) match. The report is due on the 15th day of the month, following the closure of the state quarter.
- **F.** Grantee shall submit annual Contract Closeout documentation each fiscal year due on October 15th; the final Contract closeout is due by 45 days after Contract end date.
- **G.** Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15th and March 15th each state fiscal year.
- **H.** Grantee's duty to submit documents will survive the termination or expiration of this Contract.
- **I.** HHSC will monitor Grantee's performance of the requirements in this Attachment and compliance with the Contract's terms and conditions.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Submission System
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Section VI	Quarterly Match Report	Each FY, Quarterly: Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	SUD Mailbox SUD.Contracts@hhs.texas.gov
Section IV	FY Closeout documents	Each FY: Final closeout documents due October 15 th	SUD Mailbox at SUD.Contracts@hhs.texas.gov
Section IV	Final Contract Closeout documents	By 45 days after Contract end date	SUD Mailbox at SUD.Contracts@hhs.texas.gov
Section IV	CMBHS Security Attestation Form and list of authorized users	Each FY: September 15 th & March 15 th	SUD Mailbox at SUD.Contracts@hhs.texas.gov

SECTION VII: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

- **A.** All CMBHS requirements for the TRA program are detailed in Section V, *System of Record* of the SUD Program Guide, which includes the following references:
 - 1. Designation of Security Administrator and backup Security Administrator.
 - 2. Establishment of Security Policy.
 - 3. Notifications to CMBHS Help-desk within 10 business days of any changes to Security Administrator.
 - 4. CMBHS user access, including removal of user access within 24 hours for those who are no longer authorized to have access to secure data.
- **B.** In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees and contracted laborers authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
- C. Attend HHSC training on CMBHS documentation.

ATTACHMENT B PROGRAM SERVICES AND UNIT RATES (REVISED AUGUST 2023)

- **A.** This Contract is funded through the United States Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment, Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- **B.** Grantee shall comply with the applicable Code of Federal Regulations (CFR), including the following:
 - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.
 - 2. Federal Uniform Grant Guidance Code of Federal Regulations, Title 2, Grants and Agreements, Subtitle A, Office of Management and Budget Guidance for Grants and Agreements, Chapter II, Office of Management and Budget Guidance, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, link: https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance.
- **C.** Grantee shall comply with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/.

D. Funding

- 1. System Agency's share of total reimbursements is not to exceed \$15,690,251.00 for the period of August 01, 2020 through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV**, **Budget** of the Contract Signature Document.
- 2. The required Grantee match for the same period is \$500,091.00. Grantee is required to contribute five (5%) matching of funds. All funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) do not require the matching of funds and is excluded from the match calculations.

E. Claims and Payment Requirements

- 1. Grantee shall submit claims in CMBHS after services are rendered; no later than monthly.
- 2. After the closure of each fiscal year, System Agency shall conduct contract close-out activities. Grantee shall ensure all claims for each state fiscal year (September August) are submitted in CMBHS by October 15th. Claims submitted after October 15th may be denied.

- 3. All claims for the September service period of the current fiscal year must be submitted by October 15th. Claims submitted after this date may be denied due to the grant budget period being closed.
- 4. System Agency may request additional supportive documentation to support the claims. All requests for additional information shall be provided by the deadline requested.
- **F.** Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- G. Budget Program Adjustment (BPA) Requirements
 - 1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart, by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov.
 - 2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
 - 3. Each Fiscal Year (FY), the deadline to submit a BPA is March 1st.
- **H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- **I.** System Agency funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

J. Service Unit Rates

1. The unit rates for the service charts referenced in **Section N** of this Attachment are located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Treatment Rate Sheet**, the link to the webpage is below. All unit rates are subject to change and contingent on available funding.

https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message via email.

- 2. If unit rates are adjusted in accordance with **Section J.1**. of this Attachment, System Agency will provide Grantee notice through a broadcast message via email. All broadcast messages will be maintained in Grantees Contract file, and document the following:
 - a. Treatment Program/Service Type unit rate adjustments;
 - b. Treatment Program/Service Type unit rate adjustments effective date;
 - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment, in accordance with **Section J.3.** of this Attachment.
- 3. There may be a delay between the effective date of the rate adjustment and those updated rates being reflected in CMBHS. In the event of a difference in the posted adjusted rate and the rate in CMBHS, the posted rate controls and payment will be adjusted as described in **Section J.4.** of this Attachment.
- 4. The System Agency effective date of the rate adjustment will determine the method(s) to implement the unit rate adjustment, as follows:
 - a. During the fiscal year close-out, System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in Contract Signature Document, Section IV and/or amendments documenting revisions to FY allocations.
 - b. System Agency may revise the service unit rates in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
 - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
 - d. Method(s) used to process unit rate adjustments will be described in the broadcast message in **Section J.1.** of this Attachment.
- **K.** Clinic numbers must be approved by the System Agency Contract Manager before billing can occur. The Clinic Change Request Form is located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Clinic Request Form**, the link to the webpage is below:
 - https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.
- L. Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.
- M. Reimbursement of Allowable Costs for State Fiscal Year 2022 and State Fiscal Year 2023

Grantees may be eligible to receive additional payments for fiscal years 2022 and 2023 for COVID 19-related costs incurred for covered services that were not included under the fee-for service payment reimbursement mechanism.

Additional payments will only be made upon written approval from System Agency. The agency does not guarantee the additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the contract values as specified in Article IV, Budget, for the associated fiscal year.

At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual claim services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15th of each fiscal year.

Additional payments shall comply with applicable provisions within Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).

Additional payments will be made at the sole discretion of System Agency and are subject to availability of appropriated funding.

N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in **Attachment A** of this Contract in accordance with the following cost categories:

SERVICE TYPE/Numbers Served/Capacity/Funding Amounts

FY 23 SERVICE CHART

Service Type	Number Served	Capacity	Amount
Adult Outpatient – Individual	380	53	\$500,000.00
Outpatient-Group Counseling			
Outpatient-Group Education			
Outpatient-Individual Counseling			
Adult Intensive Residential	678	52	\$2,145,594.00
Adult - Supportive Residential	81	8	\$121,985.00
Adult - Ambulatory Detoxification	0	0	\$0.00
Adult - Residential Detoxification	1,023	14	\$1,198,968.00

Adult - HIV Residential	0	0	\$0.00
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			
Totals	2,162		\$3,966,547.00

FY 24 SERVICE CHART

Service Type	Number Served	Capacity	Amount
Adult Outpatient – Individual	380	53	\$500,000.00
Outpatient-Group Counseling			
Outpatient-Group Education			
Outpatient-Individual Counseling			
Adult Intensive Residential	678	52	\$2,145,594.00
Adult - Supportive Residential	81	8	\$121,985.00
Adult - Ambulatory Detoxification	0	0	\$0.00
Adult - Residential Detoxification	1,023	14	\$1,198,968.00
Adult - HIV Residential	0	0	\$0.00
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			
Totals	2,162		\$3,966,547.00

FY 25 SERVICE CHART

Service Type	Number Served	Capacity	Amount
Adult Outpatient – Individual	380	53	\$500,000.00
Outpatient-Group Counseling			
Outpatient-Group Education			
Outpatient-Individual Counseling			
Adult Intensive Residential	678	52	\$2,145,594.00
Adult - Supportive Residential	81	8	\$121,985.00
Adult - Ambulatory Detoxification	0	0	\$0.00
Adult - Residential Detoxification	1,023	14	\$1,198,968.00
Adult - HIV Residential	0	0	\$0.00
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			
Totals	2,162		\$3,966,547.00



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify all notice to HHSC detailing which of the below statements they cannot contain the containing the signer cannot contain the signer cannot certify all the signer cannot certified the signer cannot ce		ction, they must provide written			
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?					
Yes − Skip questions A, B and C and continue to section D. No − Answer questions A and B.					
A. Certification Regarding Percent of Annual Gross from Fe	ederal Awards				
Did your organization receive 80% or more of its annual gross revenue	Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?				
B. Certification Regarding Amount of Annual Gross from Fe	ederal Awards				
Did your organization receive \$25 million or more in annual gross rever	nues from federal awards in the prece	ding fiscal year?			
If your answer is \boldsymbol{Yes} to both questions A and B, you must answer questions \boldsymbol{A}	stion C.				
If your answer is No to either question A or B, skip question C and contains	tinue to section D.				
C. Certification Regarding Public Access to Compensation Information					
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?					
Name of Officer or Senior Executive		Total Compensation			
1.					
2.					
3.					
4.					
5.					
D. Signatures					
As the duly authorized representative (signer) of the contractor, I hereby true, complete and correct to the best of my knowledge. —DocuSigned by:	by certify that the statements made by	me in this certification form are			
Tray Payne	August 29, 2023				
Signature of Authorized Representative	Date				
Printed Name of Authorized Representative Tray Payne	Title of Authorized Representative Mayor				
Legal Name of Contractor City of Lubbock	Unique Entity Identifier				
Applicable HHSC Contract No.(s):					



Certificate Of Completion

Envelope Id: AAFAB1AE6BD14D03B79B540E8C3AAB74

Subject: Amending \$16,190,342.00; HHS000779500002; CITY OF LUBBOCK A-3; HHSC/MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 48 Signatures: 3 Envelope Originator:

Certificate Pages: 2 Initials: 0 Texas Health and Human Services Commission

AutoNav: Enabled

Envelopeld Stamping: Enabled Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada) PCS_DocuSign@hhsc.state.tx.us

IP Address: 168.60.253.53

Signed: 8/28/2023 4:33:13 PM

Status: Completed

1100 W. 49th St.

Record Tracking

Status: Original Holder: Texas Health and Human Services Location: DocuSign

8/28/2023 3:58:12 PM Commission

PCS_DocuSign@hhsc.state.tx.us

Security Appliance Status: Connected Pool: FedRamp

Storage Appliance Status: Connected Pool: Texas Health and Human Services Location: DocuSign

Commission

Signer Events Signature Timestamp

Andy Marker Completed Sent: 8/28/2023 4:23:58 PM Viewed: 8/28/2023 4:26:29 PM

Texas Health and Human Services Commission

Using IP Address: 167.137.1.13

Security Level: Email, Account Authentication

(None) Electronic Record and Signature Disclosure:

Director, System Contracting

Not Offered via DocuSign

Tray Payne Sent: 8/28/2023 4:33:16 PM
TrayPayne@mylubbock.us Viewed: 8/29/2023 8:05:09 AM

Mayor Signed: 8/29/2023 8:05:34 AM

City of Lubbock
Security Level: Email Account Authentication
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 208.84.91.41

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

 Sonja Gaines
 Sent: 8/29/2023 8:05:37 AM

 Sonja.Gaines@hhs.texas.gov
 Swa Gaiws

 Viewed: 8/29/2023 9:03:34 AM

NoSG Signed: 8/29/2023 9:03:53 AM Security Level: Email, Account Authentication

(None) Signature Adoption: Pre-selected Style
Using IP Address: 151.124.105.50

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cristina Bunyard cristina.bunyard@hhs.texas.gov Contract Specialist IV	COPIED	Sent: 8/28/2023 4:23:57 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
SA Mailbox	CODIED	Sent: 8/28/2023 4:23:57 PM
SUD.Contracts@hhs.texas.gov	COPIED	Viewed: 8/28/2023 5:08:04 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	CODIED	Sent: 8/28/2023 4:33:16 PM
gdiaz@mylubbock.us	COPIED	Viewed: 8/29/2023 9:19:14 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	CODYED	Sent: 8/28/2023 4:33:16 PM
kwells@mylubbock.us	COPIED	Viewed: 8/28/2023 4:34:29 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/28/2023 4:23:57 PM
Certified Delivered	Security Checked	8/29/2023 9:03:34 AM
Signing Complete	Security Checked	8/29/2023 9:03:53 AM
Completed	Security Checked	8/29/2023 9:03:53 AM
Payment Events	Status	Timestamps



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS001081400001, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Programs (SA/Prevention), to provide funding for the Substance Abuse Prevention Program, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to add additional funding in State Fiscal Year ("FY") 2024 to the Community Coalition Partnership-COVID (SA/CCP-COV) and Prevention Resource Centers (SA/PRC) Programs.

HHSC will replace the following previous attachments:

- "Revised Attachment A: Revised General Statement of Work (September 2022)";
- "Attachment A-2: Community Coalition Partnership Statement of Work";
- "Attachment A-3: Prevention Resource Centers Statement of Work";
- "Revised Attachment B: Revised Fiscal Requirements (September 2022)";
- "Revised Attachment B-1: Approved Revised Categorical Budget (September 2022)"; and
- "Revised Attachment C: Revised Deliverables and Performance Measures (September 2022)".

Additionally, HHSC will incorporate a new Federal Funding Accountability and Transparency Act (FFATA) Certification Form and update certain contract terms. All amendments and modifications are stated in the contract agreement.

The effective date of the Amendment is September 1, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024:, is \$629,396.00. This has been appropriated in the budget for FY 2024. A 5% match is required for this contract agreement.

Staff/Board Recommending

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

Attachments

Resolution - Amendment 3 to HHSC Contract HHS001081400001
5.36 Adobe11907_Executed_Amendment_No._3_PRC_CCP_\$212322800_HHS001081400001_COL (1)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 3 to the Health and Human Services Commission Contract No. HHS001081400001, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Program (SA/Prevention), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

•	
Passed by the City Council on	
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Brode Witcher ton	
Bill Howerton, Deputy City Manager	
APPROVED AS TO FORM:	
Rachael Foster Assistant City Attorney	

RES.HHSC Contract No. HHS001081400001 Amendment No.3 Ratification 8.30.23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS001081400001 AMENDMENT NO. 3

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

WHEREAS, the Parties desire to add additional funding in State Fiscal Year ("FY") 2024 to the Community Coalition Partnership-COVID (SA/CCP-COV) and Prevention Resource Centers (SA/PRC) Programs;

WHEREAS, the Parties desire to replace the following previous attachments: "Revised Attachment A: Revised General Statement of Work (September 2022)"; "Attachment A-2: Community Coalition Partnership Statement of Work"; "Attachment A-3: Prevention Resource Centers Statement of Work"; "Revised Attachment B: Revised Fiscal Requirements (September 2022)"; "Revised Attachment B-1: Approved Revised Categorical Budget (September 2022)"; and "Revised Attachment C: Revised Deliverables and Performance Measures (September 2022)";

WHEREAS, the Parties desire to incorporate a new Federal Funding Accountability and Transparency Act (FFATA) Certification Form; and

WHEREAS, the Parties desire to update certain Contract terms.

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

1. **ARTICLE IV** of the Contract Signature Document, titled "**Budget**," is hereby amended to add state FY 2024 state-allotted funding in the amount of \$78,571.00. The HHSC state FY 2024 funding for each Prevention Program, as well as the state FY Total Contract Value, is documented in the table below:

Program ID	FY 2024 HHSC	FY 2024	FY 2024	FY New Total
	Share	Added	Match	Contract Value
		funding		
SA/YPS	\$0.00	\$0.00	\$0.00	\$0.00
SA/YPU	\$0.00	\$0.00	\$0.00	\$0.00
SA/YPI	\$0.00	\$0.00	\$0.00	\$0.00
SA/CCP	\$250,000.00	\$0.00	\$12,500.00	\$262,500.00
SA/CCP-COV	\$50,825.00	\$53,571.00	\$0.00	\$104,396.00
SA/PRC	\$250,000.00	\$25,000.00	\$13,750.00	\$288,750.00

Total \$550,825.00 \$78,571.00 \$26,250.00 \$65	55,646.00
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- 2. Agency Share total reimbursements will not exceed \$2,046,978.00 for the period from September 1, 2021 through August 31, 2024. Fiscal year allocations are documented in Attachment B, Fiscal Requirements. Grantee is required to contribute a 5% match requirement, per fiscal year, in accordance with Attachment B. Grantee's budgeted match requirement for the period from September 1, 2021 through August 31, 2024 is \$76,250.00. The total amount of this Contract including applicable match will not exceed \$2,123,228.00.
- 3. "REVISED ATTACHMENT A: REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2022)" is hereby deleted in its entirety and replaced with "ATTACHMENT A: REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2023)."
- 4. "ATTACHMENT A-2: COMMUNITY COALITION PARTNERSHIP STATEMENT OF WORK" is hereby deleted in its entirety and replaced with "ATTACHMENT A-2: REVISED COMMUNITY COALITION PARTNERSHIP STATEMENT OF WORK (SEPTEMBER 2023)."
- 5. "ATTACHMENT A-3: PREVENTION RESOURCE CENTERS STATEMENT OF WORK" is hereby deleted in its entirety and replaced with "ATTACHMENT A-3: REVISED PREVENTION RESOURCE CENTER STATEMENT OF WORK (SEPTEMBER 2023)."
- 6. "REVISED ATTACHMENT B: REVISED FISCAL REQUIREMENTS (SEPTEMBER 2022)" is hereby deleted in its entirety and replaced with "ATTACHMENT B-2: REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023)."
- 7. "REVISED ATTACHMENT B-1: APPROVED REVISED CATEGORICAL BUDGET (SEPTEMBER 2022)" is hereby deleted in its entirety and replaced with "ATTACHMENT B-3: APPROVED REVISED CATEGORICAL BUDGET (SEPTEMBER 2023)."
- 8. "REVISED ATTACHMENT C: REVISED DELIVERABLES AND PERFORMANCE MEASURES (SEPTEMBER 2022)" is hereby deleted in its entirety and replaced with "ATTACHMENT C-1: REVISED DELIVERABLES AND PERFORMANCE MEASURES (SEPTEMBER 2023)."
- 9. "ATTACHMENT I-2: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM" is incorporated as part of the Contract and requires Grantee to complete the Certification Form to meet the federal requirement.
- 10. The U.S. Health and Services Commission, Substance Abuse and Mental Health Services Administration (SAMHSA) revised the name of the "Substance Abuse Prevention and Treatment Block Grant (SABG/SAPT)" (assistance listing number 93.959) to the "Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant." Therefore, all references in the executed agreement that reference "SABG" or "SAPT" are replaced with: "Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant."

- 11. This Amendment shall be effective on September 1, 2023, provided both Parties have signed below before then.
- 12. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 13. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOR AMENDMENT NO. 3 HHSC CONTRACT NO. HHS001081400001

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK		
By:Bocusigned by:	By:		
Sonja Gaines	Tray Payne		
Deputy Executive Commissioner	Mayor		
August 30, 2023 Date of Signature:	August 30, 2023		
Date of Signature.	Date of Signature:		

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

- ATTACHMENT A: REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2023).
- ATTACHMENT A-2: REVISED COMMUNITY COALITION PARTNERSHIP STATEMENT OF WORK (SEPTEMBER 2023).
- ATTACHMENTA-3: REVISED PREVENTION RESOURCE CENTERS STATEMENT OF WORK **(SEPTEMBER 2023).**
- ATTACHMENT B-2: REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023).
- ATTACHMENT B-3: APPROVED REVISED CATEGORICAL BUDGET (SEPTEMBER 2023).
- ATTACHMENT C-1: REVISED DELIVERABLES AND PERFORMANCE MEASURES (**SEPTEMBER 2023**).

• ATTACHMENT I-2: FEDERAL FINANCIAL ACCOUNTING AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM.

ATTACHMENT A: REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2023)

I. PURPOSE

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

II. GOAL

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

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

III. GENERAL RESPONSIBILITIES

Grantee shall:

- A. Provide prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321(A) and as outlined in this agreement and the Program Guide.
- B. Submit Implementation Plans as set forth in **Attachment C-1: Revised Deliverables** and **Performance Measures (September 2023)** for review and approval by System Agency detailing how all required services and strategies will be implemented locally. The Implementation Plan virtual forms can be located at the following links:
 - a. YP Fall Semester (due 9/1);
 - b. YP Spring Semester (due 1/15);
 - c. YP Summer Term (due 5/15); and
 - d. CCP and PRC Annual (due 9/1).
- C. Develop policies and procedures as required by 1 TAC § 392.511 and outlined within the Program Guide, "Policy and Procedures Guidance" and make them available for inspection by the System Agency.
- D. Follow the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards, 2013) and demonstrate

ATTACHMENT A:

REVISED GENERAL STATEMEN OF WORK (SEPTEMBER 2023)

- good-faith efforts to reach out to under-served populations as detailed within the Program Guide, "Adherence to CLAS Standards."
- E. Secure and maintain community agreements with partners that adhere to the Program Guide, "Community Agreements" (CAs). CAs may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), Memorandum of Agreement (MOA) or other agreement as approved by System Agency.
- F. Appropriate level staff shall participate in System Agency meetings, trainings, and state-scheduled calls per requirements in the Program Guide, "Required HHS Meetings and Communication."
- G. Submit additional documentation as requested by the System Agency.
- H. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
- I. Conduct and document quarterly fidelity and quality assurance checks of all required activities.
- J. System Agency requires all deliverables excluding the CMBHS deliverables be submitted within the System Agency submission reporting system and/or by email to the SUD Mailbox: SUD.Contracts@hhs.texas.gov.. Grantee is required to maintain access to required systems or platforms for the term of this Contract.

IV. STAFFING AND STAFF COMPETENCY REQUIREMENTS

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

V. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

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

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

ATTACHMENT A:

REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2023)

VI. CONSENT

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

VII. DOCUMENTATION OF STRATEGIES AND SERVICES

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

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

- A. Grantee shall use the CMBHS components/functionality specified below, in accordance with the System Agency instructions:
 - 1. Request/maintain user access for appropriate staff, (including access control and credential maintenance);
 - 2. Provider detail:
 - 3. Performance Measures:
 - 4. Financial Status Reports (FSR);
 - 5. Invoices; and
 - 6. Curriculum Outcome Measures (YPS, YPU, and YPI Programs only).
- B. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
- C. Notify the CMBHS Helpdesk within 10 business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and sub-Grantees authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, each fiscal year.
- E. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- F. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- G. Attend System Agency training on CMBHS documentation.

ATTACHMENT A:

REVISED GENERAL STATEMENT OF WORK (SEPTEMBER 2023)

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

IX. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Grantee shall submit all required reports of monitoring activities to System Agency by the applicable due dates outlined in **Attachment C-1: Revised Deliverables and Performance Measures (September 2023)**.
- B. The following reports must be submitted to System Agency via email to the SUD Mailbox, <u>SUD.Contracts@hhs.texas.gov</u>., by the required due dates and report name described in the Attachment C-1: Revised Deliverables and Performance Measures (September 2023):
 - 1. In addition to Clinical Management for Behavioral Health Services (CMBHS), Grantees are required to submit data, reports, performance measures, and any other requested information into data systems designated by the System Agency.
 - 2. Grantee will notify the System Agency of any staffing changes within ten (10) business days of a revision using the System Agency process outlined in the Program Guide.
 - 3. Grantee shall submit a Financial Status Report (FSR) for each awarded program, in accordance with Attachment B
 - 4. Grantee shall submit a General Ledger for each awarded program to support each Program's FSR, in accordance with Attachment B
 - 5. Grantee shall submit a FSR to General Ledger Worksheet for each awarded program, in accordance with Attachment B.
 - 6. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) for each awarded program, in accordance with Attachment B.
 - 7. Grantee shall submit annual Contract Closeout documentation for each awarded program. This documentation is required each fiscal year by October 15th. The Final Contract Closeout is due 45 days after the contract end date.
 - 8. Grantee shall submit a CMBHS Security Attestation Form twice a fiscal year.
 - 9. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month for each awarded program.
 - 10. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

X. PERFORMANCE MEASURE DEFINITIONS AND GUIDANCE

- A. Grantee shall reference Program Guide, "Performance Measure Definitions and Guidance," for the YP, PRC, and CCP performance measure definitions and guidance regarding the data to report.
- B. Grantee shall report the performance measures required by each funded program documented in Revised Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- C. System Agency will monitor Grantee's performance of the requirements herein, as well as in Revised Attachment C-1: Revised Deliverables and Performance Measures (September 2023).

XI. RENEWALS

No renewal options are available for this Contract.

XII. PROCUREMENT INFORMATION

This Contract is awarded from the System Agency's Request for Application No. HHS0000776, posted on March 11, 2019. Grantee is awarded the following contracts as a result of the RFA:

Fiscal Year	Program	Contract Number
FY2020-2021	SA/Prevention	HHS001081400001
FY2022-2024	SA/Prevention	HHS001081400001

XIII. GRANTEE INFORMATION

Grantee TIN:	17560005906
Contract Determination:	Subrecipient

Payment Method:	Cost Reimbursement
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I. PURPOSE

The purpose of the Community Coalition Partnership (CCP) is to mobilize the community to implement evidence-based environmental strategies related to substance use and misuse prevention and behavioral health promotion. Grantee may take an approach that addresses the Social Determinants of Health with an effort to produce outcomes that change policies and influence social norms.

II. GOALS

- **A.** To increase citizen participation and commitment among all sectors of the community towards reducing substance use and misuse and promoting behavioral health.
- **B.** To create community environments that foster behavioral health and wellness and address environmental factors that lead to substance use and misuse.
- C. To increase community awareness regarding substance use and misuse through the dissemination of information through community-based processes that includes presentations, media campaigns, and other distribution networks.

III. SERVICE AREA

A. Grantee shall provide services and focus CCP strategies in the counties (service area) listed below, as approved by System Agency:

Region: 1

- Counties: Armstrong Bailey Briscoe Carson Castro Childress Cochran Collingsworth Crosby Dallam Deaf Smith Dickens Donley Floyd Garza Gray Hale Hall Hansford Hartley Hemphill Hockley Hutchinson King Lamb Lipscomb Lubbock Lynn Moore Motley Ochiltree Oldham Parmer Potter Randall Roberts Sherman Swisher Terry Wheller Yoakum
- **B.** Grantee may request to add and/or delete counties referenced in Section III (A); however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf
- C. Grantee's request to revise the service area shall comply with the following requirements:
 - 1. Submit email requests to the assigned contract manager and the SA Mailbox, SUD.Contracts@hhs.texas.gov.
 - 2. The requests must include the following information:
 - a. Legal Entity Name;
 - b. Contract number;
 - c. Program ID;
 - d. Current service area:
 - e. Revised service area;

- f. Justification for service area change.
- **D.** System Agency may revise the Service area in accordance with **Attachment F: HHSC Additional Provisions**, Section 4. Miscellaneous Provisions, A. Minor Administrative Changes. All revisions to the service area are considered a minor administrative change and do not require an amendment. System Agency shall provide a written notification to document revisions to the service area.

IV. TARGET POPULATION

The coalition's sector representation should strategically align with the targeted strategies as outlined in the Program Guide, https://hhs.texas.gov/about-hhs/process-improvement/improving-services-texans/behavioral-health-services/substance-use-misuse-prevention.

The CCP should implement strategies to enhance outcomes for the following populations:

- **A.** The primary population is adolescents (ages 12-17) and young adults (ages 18-25) within the approved service area.
- **B.** The secondary population is the general population across the lifespan within the approved service area.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

- **A.** Conduct prevention services and activities through the operation of one or more coalition(s) that utilize(s) the Strategic Prevention Framework (SPF) process as a guide.
- **B.** Implement the combination of Center for Substance Abuse Prevention (CSAP) strategies identified in the Program Guide including: information dissemination, alternative activities; community-based processes; and environmental strategies to shift related policies, practices, norms and community conditions.
- C. Develop, implement, and maintain a policy to reflect the CCP coalition's cultural competency efforts; maintain current policies and procedures and make them available for System Agency review upon request.
- **D.** Document application of CLAS (Culturally and Linguistically Appropriate Services) standards by completing the CLAS section of the Quarterly Reporting form.
- **E.** Collaborate with the PRCs (Prevention Resource Centers) on Tobacco Retail Education endeavors as needed to prevent tobacco use.
- **F.** Use supplemental block grant funds awarded to address the negative impact of COVID-19 on behavioral health, in accordance with the guidance provided by System Agency in the Program Guide. The COVID-19 funding will be managed

under the Program ID (CCP-COV) and require separate invoicing and FSR submissions. At minimum, Grantee shall:

- 1. Develop and implement community-wide activities that reduce stress, address trauma, or promote behavioral health and wellness;
- 2. Develop and implement projects that change physical environment, build community resilience, or improve systemic processes to enhance behavioral health and wellness:
- 3. Document strategies as documented above in Section V. (F 1-2) in the Implementation Plan for review and approval by System Agency. Grantee will not implement strategies prior to receiving System Agency approval. Any changes to strategies will be submitted to System Agency and approved in the Implementation Plan prior to implementation;
- 4. Use data to prioritize strategies as documented above in Section V. (F 1-2), detailed in Program Guide, "COVID-19 Supplemental Funding Guidance";
- 5. Prioritize behavioral health equity; and
- 6. Focus services and resources in areas disproportionately impacted by COVID-19.
- **G.** All proposed strategies must be approved by System Agency prior to implementation and documented in the Implementation Plan.

VI. POLICY/PROCEDURAL REQUIREMENTS

Grantee shall:

- A. Operate in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321 (https://texreg.sos.state.tx.us/public/readtac\$ext.ViewTAC?tac_view=4&ti=26&pt=1&ch=321).
- **B.** Ensure all program staff for this contract shall be registered with and have access to the CCP forum. Staff must request access using procedures outlined in the Program Guide, "Community Coalition Partnership Program Specific Staffing Requirements".
- C. Follow the submission schedule and reporting requirements detailed in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- D. Submit required reports to System Agency by the applicable due dates outlined in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- **E.** If the due date for all required deliverables is on a weekend or holiday, the due date is the following business day.

VII. COMMUNITY COALITION PARTNERSHIP STAFFING REQUIREMENTS

A. In addition to the staffing requirements outlined in the Attachment A-4: Revised General Statement of Work (September 2023), Community Coalition Partnership Programs must:

- 1. Employ a minimum of one Program Director at .25 Full-Time Equivalent (FTE) per coalition funded.
- 2. Employ a minimum of one Coalition Coordinator at 1.0 FTE per coalition funded.
- **B.** CCP staff shall receive coalition competency training as outlined in the Program Guide.

VIII. PERFORMANCE MEASURES

Grantee shall report in CMBHS all required performance measures documented on **Attachment C-1: Revised Deliverables and Performance Measures (September 2023)**. Grantee shall ensure all performance measures are submitted by the due date.

IX. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Grantee shall submit the CCP program report/deliverables in accordance with Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- **B.** The CCP program deliverables described above are as follows:
 - 1. **Quarterly Reports:** Using approved System Agency template, the Grantee will document accomplishments and barriers during the implementation of programmatic activities.
- **C.** The CCP-COV program deliverables described above are as follows:
 - 1. **Quarterly Reports**: Using approved System Agency template, the Grantee will document accomplishments, barriers, and evaluation strategies during the implementation of programmatic activities and projects for the CCP-COV programs.
 - 2. **CCP-COV Final Projects Report:** Using approved System Agency template, the Grantee will provide a summative description and evaluation of the CCP-COV environmental and systemic change projects and stress-reducing and trauma-healing activities to be completed by the end of FY24 (August 31, 2024). The number of required environmental and systemic change projects by the end of the funding period is a minimum of 3 per coalition receiving CCP-COV funding.

ATTACHMENTA-3: REVISED PREVENTION RESOURCE CENTERS STATEMENT OF WORK (SEPTEMBER 2023)

I. PURPOSE

The purpose of the Prevention Resource Centers (PRCs) is to increase the capacity of the statewide substance misuse prevention system. PRC services seek to enhance community collaboration, increase community awareness and readiness, provide information and resources on substance use and related behavioral health data, and support professional development of the prevention workforce, and strengthen regional compliance with tobacco and nicotine laws.

II. GOALS

- **A.** To maintain and serve as the primary resource for substance use and related behavioral health data for the region.
- **B.** To build the prevention workforce capacity through technical support and coordination of prevention trainings.
- C. To increase community awareness of substance use and misuse and the broader social determinants that impact behavioral health by disseminating information across a wide variety of media outlets and distribution networks.
- **D.** To strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

III. SERVICE AREA

A. Grantee shall provide services and focus PRC strategies in the counties (service area) listed below, as approved by System Agency:

Region: 1

Counties: Hockley, Lubbock

- **B.** Grantee may request to add and/or delete counties referenced in Section III (A); however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf
- **C.** Grantee's request to revise the service area shall comply with the following requirements:
 - 1. Submit email requests to the assigned contract manager and the SUD Mailbox, SUD.Contracts@hhs.texas.gov.
 - 2. The requests must include the following information:
 - a. Legal Entity Name;
 - b. Contract number;
 - c. Program ID;
 - d. Current service area;
 - e. Revised service area;
 - f. Justification for service area change.
- E. System Agency may revise the service area in accordance with **Attachment F: HHSC Additional Provisions**, Section 4. Miscellaneous Provisions, A. Minor

Administrative Changes. All revisions to the service area are considered a minor administrative change and do not require an amendment. System Agency shall provide a written notification to the service area.

IV. TARGET POPULATION

- **A.** The primary target population is all System Agency-funded substance misuse prevention providers in the region.
- **B.** The target population may also include school administrators and teachers, community groups and coalitions, education services centers (ESCs), local mental health authorities (LMHAs), substance use disorder intervention and treatment organizations, law enforcement, healthcare entities, healthcare providers, pharmaceutical entities that hold information about substance use or prescription medication, tobacco retailers, higher education institutions, and community stakeholders including youth, young adults, parents, and residents in Texas.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

- **A.** Conduct prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321(A);
- **B.** Implement Center for Substance Abuse Prevention (CSAP) Strategies associated with each PRC core function outlined in the Program Guide, Section V "Required Frameworks/Models. The Program guide can be found at the following site: https://hhs.texas.gov/about-hhs/process-improvement/improving-servicestexans/behavioral-health-services/substance-use-misuse-prevention.

VI. PRC CORE FUNCTIONS

A. Data Resource Coordination (Data Core)

A goal of each Prevention Resource Center (PRC) is to maintain and serve as the primary resource for substance use and related behavioral health data for the region. This includes collecting, analyzing, and synthesizing data for local needs assessments and sharing data with other funded prevention programs and community members at large as detailed in the Program Guide. Grantee will also develop and maintain a Regional Epidemiological Workgroup (REW) and develop a Regional Needs Assessment as outlined in the Program Guide.

B. Training and Professional Development Coordination (Training Core)

A goal of the PRC Training Core is to build the prevention workforce capacity through technical support and coordination of prevention trainings. This goal will be addressed through the implementation of the CSAP strategy of Community-Based Processes, which is designed to enhance the ability of the community to more effectively provide prevention services. Grantee will conduct and document activities within the PRC Training Core in accordance with requirements in the Program Guide. This includes but is not limited to working with the System Agency-funded training entity and other community-based organizations to: host trainings; identify training locations; and promote/coordinate regional trainings.

C. Media Awareness Activities Coordination (Media Core)

A goal of each Prevention Resource Center (PRC) is to increase awareness of the community regarding substance use and misuse through Media Awareness Activities. Media Awareness Activities are marketing efforts that serve the target population. As part of this requirement, grantees will implement strategies as outlined in the Program Guide, including but not limited to: developing messaging; promoting messaging; maintaining social media accounts; and participating in the Statewide Media Campaign.

D. Tobacco-Specific Prevention Activities Coordination (Tobacco Prevention Core)
A goal of the PRCs is to strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities. This will be conducted in accordance to the Program Guide including but not limited to: conducting onsite, voluntary checks with tobacco retailers to assess compliance with tobacco laws; providing education to tobacco retailers in the region; and conducting follow-up visits for retailers with tobacco-related violations.

Grantees that accepted the additional HR133 expansion funds to assist with tobacco enforcement in Texas must track the number of compliance checks completed using the additional funds. The increase in performance measures related to the HR133 expansion are specifically for FY24 Quarter I and II. Grantee may review the base performance measures in Attachment C-1: Revised Deliverables and Performance Measures (September 2023) to determine the performance measure increase. These funds must only be used for tobacco compliance checks and tobacco compliance check-related expenditures such as:

- 1. increase in staffing and/or personnel costs, specifically conducting tobacco compliance checks;
- 2. conducting onsite, voluntary checks with tobacco retailers to assess compliance with tobacco laws; and
- 3. providing education to tobacco retailers in the region; and conducting follow-up visits for retailers with tobacco-related violations.

VII. POLICY/PROCEDURAL REQUIREMENTS

Grantee shall:

- A. Submit required reports of monitoring activities for PRC program to System Agency by the applicable due dates outlined in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- **B.** Designate the number of Media Representatives described in the Program Guide.
- C. Register for and maintain access to the PRC forum in accordance with the Program Guide "Required HHS Meetings and Communications". Staff must request access using procedures outlined by the System Agency.

VIII. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Grantee shall submit all PRC reports/deliverables by the due dates, in accordance with Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- **B.** The PRC program deliverables described above are as follows:
 - 1. **Mid-year Report:** In this report, the Grantee indicates their progress toward their fiscal year performance measures and other goals, provide reasons for any

- difficulties in reaching targets, and describe successes and challenges faced.
- 2. **Regional Needs Assessment:** Using a template developed by the System Agency in consultation with the PRCs, the Grantee shall collect, present, and analyze primary and secondary data relevant to prevention and behavioral health promotion.
- 3. **Post Regional Needs Assessment to website:** The Grantee will post a PDF of their completed Regional Needs Assessment to their organization's website.

IX. PRC STAFFING REQUIREMENTS

- A. In addition to the staffing requirements outlined in Attachment A-4: Revised General Statement of Work (September 2023), PRC Programs must employ a:
 - 1. Program Director at a minimum of .50 Full-Time Equivalent (FTE) to oversee program and ensure compliance with implementation requirements.
 - 2. Data Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Data Core requirements of this Contract.
 - 3. Public Relations Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Media and Training Prevention Core requirements of this Contract.
 - 4. Tobacco Prevention Coordinator, at a minimum of 1 FTE, who will conduct prevention program services focused on the Tobacco Prevention Core requirements of this Contract.
- **B.** PRC staff shall complete prevention resource training(s) and tobacco law training outlined in the Program Guide "Prevention Resource Center Specific Staff Training Requirements". Grantee shall ensure the trainings are held within the timeframes documented in the Program guide.

X. PERFORMANCE MEASURES

- **A.** Grantee's performance will be measured in part on the achievement of the PRC Program performance measures.
- **B.** Grantee shall report these performance measures monthly through CMBHS under the Measures component.
- C. The PRC program Performance Measures can be referenced in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).

REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023)

Grantee shall ensure compliance to the fiscal requirements of the Contract, as follows:

- A. Contract is funded from the United States Health & Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS), Assistance Listing Number (ALN) 93.959.
- B. Compliance with the following Code of Federal Regulation (CFR):
 - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.
 - 2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for , link: https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance
- C. Compliance with the following Grant requirements, located at System Agency's website: https://www.hhs.texas.gov/business/grants
 - 1. Federal Funding Accountability and Transparency Act Reporting Requirements.
 - 2. Indirect Cost Rates.
- D. Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/
- E. Access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- F. Grantee is required to contribute five (5%) percent matching of funds. However, the **CCP-COV** Program is funded by COVID-19 supplemental funding, which does not require a matching of funds.
- G. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- H. Invoice and Payment requirements:
 - 1. Grantee shall submit monthly invoices to the System Agency utilizing CMBHS. Monthly invoices are required for all Programs awarded funding by the 15th of the month.

REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023)

- 2. After the closure of each Fiscal Year documented in **Article IV.**, **BUDGET**, of the **Contract Signature Page and/or executed amendments**, System Agency shall conduct contract close-out activities. Grantee shall ensure all invoices for all Programs awarded funding, for each year (September August) are submitted in CMBHS by October 15th. Invoices submitted after October 15th may be denied.
- 3. All invoices for September service period for all Programs awarded funding must be submitted by October 15th. The invoices submitted after this date may be denied due to the grant budget period being closed.
- 4. System Agency may request additional supportive documentation to support the invoices. All requests for additional information shall be provided by the deadline requested.

I. Funding:

- 1. System Agency's share of total reimbursements is not to exceed \$2,046,978.00 for the Contract term of September 01, 2020 through August 31, 2025.
- 2. The required Grantee match for the same period is \$76,250.00. Grantee is required to contribute five percent matching of funds.

J. The Cost Reimbursement Budget:

- 1. The Attachment B-3: Approved Revised Categorical Budget (September 2023) documents all approved and allowable expenditures and is incorporated into the Contract. Grantee shall *only* utilize the funding detailed in Attachment B-3: Approved Revised Categorical Budget (September 2023) for approved and allowable costs.
- 2. If needed, Grantee may revise **Attachment B-3: Approved Revised Categorical Budget (September 2023)**, which documents the approved budget for each allocated Program. The requirements for each allocated Program are as follows:
 - a. Grantee may transfer funds from the budgeted direct categories only, with the exception of the Equipment Category. Grantee may transfer up to twenty-five (25%) percent of the allocated fiscal year Program amount without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the twenty-five (25%) percent requirement stated in **Attachment B-3: Approved Revised Categorical Budget (September 2023)**, excluding "Equipment" and/or "Indirect Cost" categories, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment, in accordance with **Section 4.A. ("Minor Administrative Changes")** of **Attachment F: HHSC Additional Provisions**. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds

REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023)

cannot be utilized until Grantee receives written approval.

- c. Grantee may request transferring funds between awarded Programs by submitting a written request to the assigned Contract Manager. This change is considered a minor administrative change and does not require an amendment, in accordance with Section 4.A. ("Minor Administrative Changes") of Attachment F: HHSC Additional Provisions. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.
- d. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
- 3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

K. Budget Program Adjustment Requests Requirements

- 1. Grantee may request revisions to the approved categorical budget by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov or the System Agency required submission system location.
- 2. The types of BPA revisions Grantee may request are:
 - a. Budget changes for direct categories that exceed the allowable variance.
 - b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.
 - c. Budget changes to the direct category, Equipment.
 - d. Requesting additional funding.
 - e. Request to transfer funding between awarded Programs.
- 3. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form.
- 4. Each Fiscal Year (FY), the deadline to submit BPA's is March 1st.
- L. Financial Status Report Requirements

REVISED FISCAL REQUIREMENTS (SEPTEMBER 2023)

- 1. Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID referenced in the Contract Signature Page. The Reports shall be submitted by the due date documented in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
- 2. Grantee shall submit the following supportive documentation for each quarterly FSR. The documentation shall be submitted by the due date and submission system documented in Attachment C-1: Revised Deliverables and Performance Measures (September 2023).
 - a. General Ledger: The general ledger that documents all expenditures to support the data reported in the FSR.
 - b. General Ledger Worksheet: The worksheet shall provide an analysis of the General Ledger by documenting the expenses into the categorial budget category. The Worksheet shall be completed on the System Agency template.

PREVENTION MASTER SUI

Organization Name: City of Lubbock Health Department

Contract Number: HHS001081400001

Prevention Program(s) Contracted to Provide: CCP, CCP-COV, PRC

Region: 1

Fiscal Year: 2021-2024

Total Contract Value (System Agency+Match) \$733,791.00

Date Submitted to HHSC:

Master Budget Roll-Up

Budget Categories	System Agency Funds Requested	Cash Match
Personnel	\$286,536.00	
Fringe Benefits	\$97,004.00	
Travel	\$48,900.00	
Equipment	\$0.00	
Supplies	\$17,455.00	
Contractual	\$122,600.00	
Other	\$56,901.00	\$2
Total Direct Costs	\$629,396.00	\$2
Indirect Costs	\$0.00	
Totals	\$629,396.00	\$2

Subcontracting

Subcontracting Per

ATTACHMENT B-1 APPROVED CATEGORICAL

Match Contributions	
	Required Match Percentage:
	Required Match Amount: \$ 3
	Source of Cash Match Funds
	The Health Department will cover the cost of to support this contract.
	Source of In Kind Match Funds
Program Income	
1 Togram meome	
	Projected Earnings
	0 15 .
	Source of Earnings

CCP PROGRAM

Budget Summa	ary	Detail		
				Non-Syste
Budget Categories		stem Agency ds Requested	Ca	sh Match
Personnel	\$	112,689.00		
Fringe Benefits	\$	42,643.00		
Travel	\$	33,990.00		
Equipment	\$	-		
Supplies	\$	1,455.00		
Contractual	\$	45,600.00		
Other	\$	13,623.00	\$	12,500.0
Total Direct Costs	\$	250,000.00	\$	12,500.0

Personel Contract Detail

Functional Title
Prevention Program Director (PRC Supervisor)
Community Coalition Coordinator (Public Health Program Coordinator)
Behavioral Health Manager

Fringe Benefits

List the types of costs that comprise your organization's fringe be FICA (7.8%), Health Insurance (360.95 per pay period), Dental Insurance the calcuations.

Travel Category Detail

Conference / Workshop Travel Costs

Description of Conference / Workshop
Prevention Provider Meeting
Prevention Directors Meeting
CADCA Midyear Training Institute
Texas Association of Addiction Professionals Annual Conference
NatCon

Other / Local Travel Costs

Supplies Category Detail

	Description of Item
Office Supplies	

Contractual Category Detail

Contractor	
Texas Tech University	

Other Category Detail

Description of Item
IT Support Charges- CASH MATCH
Rental Space- CASH MATCH
Management Assistant or Director of Public Health Salary - CASH MATCH
Media
Printing
T-shirts
Incentives and Education Materials

Indirect Category Detail
Governmental Entity Using a Central Service Cost Rate or Indirect
The organization's current Central Service Cost Rate or Indirect C Certification of Cost Allocation Plan or Certification of Indirect Cost
Entity Using a Narrative Cost Allocation Plan" section for the indir
Rate
Trate
Type

Base

Non Governmental Entity Using Indirect Cost Rate
The organization's most recent indirect cost rate approved by a this form.
Rate
Base
Type of Costs Included in the Rate

CCP-COV PROGRAM

Budget Summ	ary	Detail	
			Non-Syste
Budget Categories	_	em Agency s Requested	Cash Match
Personnel	\$	23,118.00	
Fringe Benefits	\$	-	
Travel	\$	-	
Equipment	\$	-	
Supplies	\$	16,000.00	
Contractual	\$	47,000.00	
Other	\$	18,278.00	
Total Direct Costs	\$	104,396.00	\$

Personel Contract Detail

Functional Title
Public Health Liason (Part-time)

Fringe Benefits

List the types of costs that comprise your organization's fringe be

Travel Category Detail

Conference / Workshop Travel Costs

Description of Conference / Workshop

Other / Local Travel Costs
Travel across the region for wellness acitivites and planning

Supplies Category Detail

Description of Item	
Office Supplies	
Laptops for Community Drop In Center (6 laptops at \$2,083 each)- inc	lυ

Contractual Category Detail

Contractor
YWCA Amend Program
Rocc Solid Fitness

Other Category Detail

Description of Item
Unwind Your Mind
Mental Health and Awareness Art Contest and Billboard
Incentives and Educational Materials
incentives and Educational Materials
Media- New PSA

Indirect Category Detail
Governmental Entity Using a Central Service Cost Rate or Indirec
The organization's current Central Service Cost Rate or Indirect Co Certification of Cost Allocation Plan or Certification of Indirect Co
Entity Using a Narrative Cost Allocation Plan" section for the indi
Data
Rate
Туре

Base

Non Governmental Entity Using Indirect Cost Rate
The organization's most recent indirect cost rate approved by a this form.
Rate
Base
Type of Costs Included in the Rate

PRC PROGRAM

Budget Summ	ary	Detail		
				Non-Syste
Budget Categories		tem Agency s Requested	Ca	sh Match
Personnel	\$	150,729.00		
Fringe Benefits	\$	54,361.00		
Travel	\$	14,910.00		
Equipment	\$,		
Supplies	\$	-		
Contractual	\$	30,000.00		
Other	\$	25,000.00	\$	13,750.0
Total Direct Costs	\$	275,000.00	\$	13,750.0

Personel Contract Detail

Functional Title
Prevention Program Director (PRC Supervisor)
Tobacco Coordinator (Public Health Liason)
Public Information Coordinator (Public Health Liason)
Data Coordinator (Public Health Liason)
Behavioral Health Manager

Fringe Benefits

List the types of costs that comprise your organization's fringe be FICA (7.8%), Health Insurance (360.95 per pay period), Dental Insurance

Travel Category Detail

Conference / Workshop Travel Costs

	Description of Conference / Workshop	
Prevention Provider's Meeting		

Other / Local Travel Costs
Travel costs for Tobacco Compliance Checks conducted by the Tobacc drive from Lubbock, and consist of spread out small rural communities.

Supplies Category Detail

Description of Item

Contractual Category Detail

Contractor	
Texas Tech University	

Other Category Detail

Description of Item			
IT Support Charges- CASH MATCH			
Rental Space- CASH MATCH			
Management Assistant or Director of Public Health Salary - CASH MATCH			
Media Awareness			

Indirect Category Detail
Governmental Entity Using a Central Service Cost Rate or Indirec
The organization's current Central Service Cost Rate or Indirect Co Certification of Cost Allocation Plan or Certification of Indirect Co
Entity Using a Narrative Cost Allocation Plan" section for the indi
Data
Rate
Туре

Base

Non Governmental Entity Using Indirect Cost Rate
The organization's most recent indirect cost rate approved by a this form.
Rate
Base
Type of Costs Included in the Rate

Per fiscal year, quarterl

- 1. All deliverables for the Contract are listed in the below deliverable table; Grantee is required to subn **Attachment B, Fiscal Requirements**, and for all Prevention Programs (YP's, PRC, CCP) awarded in a
- 2. Grantee shall ensure all required deliverables are submitted as follows:
- a. The deliverables submitted shall be named the deliverable name refernced in column "Report Name
- b. Reports are submitted by the due date in column "Due Date". Note: Deliverables due on the week
- c. Reports are submitted by the submission system documented in the column "submission system".
- d.All reports required to be submitted to the SUD Mailbox at SUD.Contracts@hhs.texas.gov require th [FY for Report] Deliverable [Name of Report] [Program ID] [Contract No.]
- e. System Agency may request deliverables to be submitted through an alternate submission system.
- 3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarde
- a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current mont
- b. Performance will be measured in part on the achievement of the key performance measures.
- c. Guidance concering each performance measure can be found in the Program Guide, "Performance N

Requirement	Report Name	
Attach A, General Statement of Work	Program Staffing Report	Per fiscal year: September 15 and with
Attach A, General Statement of Work	CMBHS Security Attestation Form and Listing of Authorized Users	Per fiscal year: September 15 th & Marc
Attach B, Fiscal Requirements	FSR to GL Worksheet (for each funded Program)	Per fiscal year, quarter Q1 reporting period, d Q2 reporting period, d Q3 reporting period, d Q4 reporting period, d

Attach A, General Statement of Work	Performance Measures (for each funded program)	Report previous month current month.
Attach A, General Statement of Work	FY Closeout documents (for each funded program)	FY closeout document
Attach A, General Statement of Work	Final Closeout documents (for each funded program)	
	Attachmen	t A-1, YP SOW Reporting
Attach A-1, YP Statement of Work	Curriculum Outcome Measures Reports	Due within 20 calenda been completed. Subm the associated outcome
		YP Fall Semester Impl fiscal year
Attach A-1, YP Statement of Work	PBHP YP Implementation Plans	YP Spring Semester In each fiscal year
		YP Summer Term Imp fiscal year
	Attachmo	ent A-2, CCP Reporting F
Attach A-2, CCP Statement of Work	Community Needs Assessment (CNA)	Submitted
Attach A-2, CCP Statement of Work	Logic Model	Submitted
Attach A-2, CCP Statement of Work	Five-Year Strategic Plan	Submitted
Attach A-2, CCP Statement of Work	Initial Evaluation Plan	Submitted
Attach A-2, CCP		

Organization	Name:		
Region:			
County(ies):			
ССР	Coalition Name	FTE Assigned	Performance I
CCP 1			3D. Number of media awareness acmedia) focused on prevention and b
CCP 2			3E. Number of social media messag and behavorial health promotion me media campaign.
CCP 3			4A. Number of community-based proprevention and behavorial health pro
CCP 4			4B. Number of adults attending com focused on prevention and behavori
CCP 5			4C. Number of youth attending commodused on prevention and behavori
CCP 6			5A. Number of changed policies and prevention and behavorial health pro
	COVID Supp	lemental Fu	nds Performance Measures
			S2. Number of youth attending stres activities.
			S3. Number of adults attending stres
	Total CCP FTEs:	0	
*Note: Due	e to rounding, the sum of quarter	y targets in	the formula projections may be

Organizatio	n Name:		
Region:			
PRC	PRC Name	FTE Assigned	
PRC 1	N/A		3D. N
			3E. N
			3F. N
			4D. 1
			4E. N
			4F. N
			5B. Nare c



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify al notice to HHSC detailing which of the below statements they cannot c		ction, they must provide written	
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?			
O Yes – Skip questions A, B and C and continue to section D.	No – Answer questions A and B.		
A. Certification Regarding Percent of Annual Gross from F	ederal Awards		
Did your organization receive 80% or more of its annual gross revenue	e from federal awards during the prece	ding fiscal year?	
B. Certification Regarding Amount of Annual Gross from F	ederal Awards		
Did your organization receive \$25 million or more in annual gross reve	enues from federal awards in the prece	ding fiscal year?	
If your answer is Yes to both questions A and B, you must answer que	estion C.		
If your answer is No to either question A or B, skip question C and continue to section D.			
C. Certification Regarding Public Access to Compensation	Information		
Does the public have access to information about the highly compensation are parent organization, all branches and all affiliates worldwide) through processes to Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the section 6104	periodic reports filed under Section 13(
Yes No – Provide the names and total compensation of	the top five highly compensated officer	rs/senior executives.	
Name of Officer or Senior Exec	utive	Total Compensation	
1.			
2.			
3.			
4.			
5.			
D. Signatures			
As the duly authorized representative (signer) of the contractor, I here true, complete and correct to the best of my knowledge. — DocuSigned by:	by certify that the statements made by	me in this certification form are	
tray Payne	August 30, 2023		
—₃७७।ð⊧६३४८114BD Signature of Authorized Representative	Date		
Printed Name of Authorized Representative Tray Payne	Title of Authorized Representative Mayor		
Legal Name of Contractor City of Lubbock	Unique Entity Identifier		
Applicable HHSC Contract No.(s):			

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Sec	tion 1: Contract Informat	ion					
New Contract Number HHS001081400001			x	Amendment Number			
	New Work Order Number					Amendment Number	
	tractor Legal Business Name:						
CIT	Y OF LUBBOCK	1					
Tot	al Contract Value (Including Renewals) \$2,123	3,228.00				ed as the estimated dollar amount that the cexecuted and proposed amendments, ext	
	uesting Agency/Program SC MSS-SUDCMU						
	tract Manager Name			Contract M			Contract Manager Phone
Cris	stina Bunyard			cristina.bu	inyard(Dhhs.texas.gov	N/A
Pur	chaser/Buyer Name			Purchaser	/Buyer	Email	Purchaser/Buyer Phone
required approvers listed in Section 2 must include the contract manager, program staff, and legal approval; legal approval may be provided by email for boilerplate template contracts. All contract-specific approvers, except for the contract signatory who will review and approve in DocuSign, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed below. Is this a legal approved boilerplate template? Yes No If "Yes" attach Proof of Approval Approver Title Approver Name Approver E-mail Address							
1.	Contract Analyst	Cristina Bunyard			cristina.bunyard@hhs.texas.g	gov	
2.	Contract Administration Man	Angela Perkins			angela.perkins@hhs.texas.go	v	
3.	Legal	Steven	M. Go	nzalez		steven.gonzalez01@hhs.texa	s.gov
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							

Effective 10/23/2017 -1 - Revised 01/13/2022



CONTRACT ROUTING AND APPROVAL REQUEST



DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address	
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov	
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov	
\$20,000,000 and over			
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov	
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov	
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov	

OIG Contracts

\$10,000,000 up to \$19,999,999

Approver Name		E-mail Address	
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov	
\$20,000,000 and over			
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov	
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov	
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov	

DSHS Contracts

\$20,000,000 up to \$49,999,999

Approver	Name	E-mail Address
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
DSHS General Counsel Cynthia Hernandez		Cynthia.Hernandez3@hhs.texas.gov
\$50,000,000 and over		
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



Section 4: DocuSign Signatories		
Signatory	Name	E-mail Address
Contractor Signature Authority	Tray Payne	TrayPayne@mylubbock.us
Additional Contractor Signature Authority*	Gloria Diaz	gdiaz@mylubbock.us
Contractor Signature cc		
HHS Signature Authority	Sonja Gaines	sonja.gaines@hhs.texas.gov
HHS Signature Authority cc	SA Mailbox	SUD.Contracts@hhs.texas.gov
General Inbox cc	Cristina Bunyard	cristina.bunyard@hhs.texas.gov
* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.		
CC: Katherine Wells at kwells@mylubbock.us		

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST



INSTRUCTIONS

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPS Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515

Section 1: To be completed by Program.

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPS Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, **except for the contract signatory who will review and approve in DocuSign**, must be listed in this section to approve the contract in CAPPS Financials. CAPPS approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins

Section 3: Required Approvals.

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Effective 10/23/2017 - 4 - Revised 01/13/2022

Certificate Of Completion

Envelope Id: 78831D41219C4557A8A9657B0056827E

Subject: Amending \$2,123,228.00; HHS001081400001; CITY OF LUBBOCK A-3; HHSC/MSS-SUDCMU

Procurement Number: Source Envelope:

Document Pages: 84

Certificate Pages: 2 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Texas Health and Human Services Commission

1100 W. 49th St. Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.253.53

Record Tracking

Status: Original

8/17/2023 11:17:04 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Texas Health and Human Services

Commission

Signatures: 3

Initials: 0

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

Tray Payne TrayPayne@mylubbock.us

Mayor

City of Lubbock Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/17/2023 11:24:23 PM Resent: 8/29/2023 9:26:58 PM Viewed: 8/30/2023 8:18:04 AM Signed: 8/30/2023 8:19:02 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sonja Gaines

Sonja.Gaines@hhs.texas.gov **Deputy Executive Commissioner**

Security Level: Email, Account Authentication

(None)

DocuSigned by: Sonja Gaines 147CCA4134D941B

Signature Adoption: Pre-selected Style Using IP Address: 167.137.1.13

Sent: 8/30/2023 8:19:06 AM Viewed: 8/30/2023 8:22:19 AM Signed: 8/30/2023 8:22:39 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events

In Person Signer Events Signature

Status

Timestamp

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Status

Timestamp

Timestamp

Carbon Copy Events

Cristina Bunyard

cristina.bunyard@hhs.texas.gov

Contract Specialist IV

Security Level: Email. Account Authentication (None)

COPIED

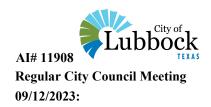
Sent: 8/17/2023 11:24:22 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	COPTED	Sent: 8/29/2023 9:26:51 PM
gdiaz@mylubbock.us	COPIED	Viewed: 8/30/2023 8:01:07 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	COPTED	Sent: 8/29/2023 9:26:51 PM
kwells@mylubbock.us	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
SA Mailbox	COPTED	Sent: 8/25/2023 3:21:45 PM
SUD.Contracts@hhs.texas.gov	COPIED	Viewed: 8/27/2023 9:16:54 PM
Security Level: Email, Account Authentication		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2023 11:24:22 PM
Envelope Updated	Security Checked	8/25/2023 3:21:45 PM
Envelope Updated	Security Checked	8/29/2023 9:26:50 PM
Envelope Updated	Security Checked	8/29/2023 9:26:50 PM
Envelope Updated	Security Checked	8/29/2023 9:26:50 PM
Certified Delivered	Security Checked	8/30/2023 8:22:19 AM
Signing Complete	Security Checked	8/30/2023 8:22:39 AM
Completed	Security Checked	8/30/2023 8:22:39 AM
Payment Events	Status	Timestamps

(None)

Electronic Record and Signature Disclosure:Not Offered via DocuSign



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500001, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Administration Substance Use Disorder Services (ADMIN) grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

Item Summary

This is an existing grant. HHSC desires to update the contact information associated with its Contract Representative, amend its legal notice information, revise the statement of work for the Contract, revise fiscal requirements, to provide greater detail regarding the allocation of funding for Grantee services in State Fiscal Year 2024 ("FY 2024"), and revise certain terms for compliance with applicable state law, federal law, and System Agency policy. All of these updates are outlined in the contract agreement.

The effective date of this Amendment is September 1, 2023.

Fiscal Impact

The amount for FY 2024, September 1, 2023, through August 31, 2024, is \$250,000. This amount has been appropriated in the budget for FY 2024. This grant does not require match.

Staff/Board Recommending

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

Attachments

Resolution - Amendment No. 2 to HHSC Contract HHS000779500001
5.37

Adobe11908_Executed_Contract_TRA_Amendment_No_2_\$112627200_HHS000779500001_COL (1)

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 2 to the Administration Substance Use Disorder Services Grant Agreement, Health and Human Services Commission Contract No. HHS000779500001, by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

the City Council.	
Passed by the City Council on	·
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Bill Howerton, Deputy City Manager	
APPROVED AS TO FORM:	
Rachael Foster, Assistant City Attorney	

RES.HHSC Contract No. HHS000779500001 Amendment No.2 Ratification 8.30,23

HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500001 AMENDMENT NO. 2

The HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee"), each a "Party," and collectively the "Parties," to that certain Administration Substance Use Disorder Services ("ADMIN") grant agreement, effective August 1, 2020, and denominated HHSC Contract No. HHS000779500001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, System Agency desires to update the contact information associated with its Contract Representative;

WHEREAS, System Agency desires to amend its legal notice information;

WHEREAS, the Parties desire to revise the statement of work for the Contract;

WHEREAS, the Parties desire to revise fiscal requirements and to provide greater detail regarding the allocation of funding for Grantee services in State Fiscal Year 2024 ("FY 2024"); and

WHEREAS, System Agency desires to revise certain terms for compliance with applicable state law, federal law, and System Agency policy.

Now, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION VI, CONTRACT REPRESENTATIVES**, of the Contract is amended to replace System Agency's designated Contract Representative's name and contact information as follows:

System Agency Contract Representative Luis Valenzuela, Contract Manager Health and Human Services Commission 909 W. 45th Street, Bldg. 552 Austin, TX 78751 Email: Luis.Valenzuela@hhs.texas.gov

2. **SECTION VII, LEGAL NOTICES**, of the Contract is amended to replace System Agency's legal notice information as follows:

System Agency
Health and Human Services Commission
Attn: Office of Chief Counsel
4601W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

HHSC Contract No. HHS000779500001 Amendment No. 2 Page 1 of 4

- 3. ATTACHMENT A, STATEMENT OF WORK (REVISED AUGUST 2021), of the Contract is deleted in its entirety and replaced with ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023), which is attached to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein.
- 4. SECTION D of ATTACHMENT A-1, STATEMENT OF WORK SUPPLEMENTAL, of the Contract is deleted in its entirety and replaced as follows:

D. CONTRACT MANAGER INFORMATION

Luis Valenzuela Luis.Valenzuela@hhs.texas.gov (512) 206-5128 909 W. 45th Street, Bldg. 552 Austin, TX 78751

- 5. ATTACHMENT B, BUDGET, of the Contract, and ATTACHMENT B-1, FY2022-FY2024 BUDGET, of the Contract are deleted in their entirety and replaced with ATTACHMENT B-1, FISCAL REQUIREMENTS (SEPTEMBER 2023), which is attached to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein.
- 6. ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023), is added to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein.
- 7. ATTACHMENT C, CONTRACT AFFIRMATIONS, of the Contract is deleted in its entirety and replaced with ATTACHMENT C, HHS CONTRACT AFFIRMATIONS VERSION 2.2, EFFECTIVE MAY 2022, which is attached to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein.
- 8. ATTACHMENT D, UNIFORM TERMS AND CONDITIONS GRANTEE, of the Contract deleted in its entirety and replaced with ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS GRANT VERSION 3.2, EFFECTIVE JULY 2022, which is attached to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein.
- 9. ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM, of the Contract is hereby supplemented with the addition of ATTACHMENT H-1, SECOND REVISED FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM, which is attached to this Amendment No. 3 and incorporated into the Contract as if fully set forth therein. ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM, is superseded by ATTACHMENT H-1, SECOND REVISED FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM as of the effective date of this Amendment No. 3.

- 10. Any references to "GlobalScape" within the Contract are hereby replaced with "SUD.Contracts@hhs.texas.gov."
- 11. All references to "Substance Abuse Prevention and Treatment Block Grant" ("SABG" or "SAPT") in the Contract are replaced with "Substance Use Prevention, Treatment and Recovery Services ('SUPTRS') Block Grant."
- 12. This Amendment No. 2 shall be effective as of September 1, 2023.
- 13. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 14. Any further revisions to the Contract shall be by written agreement of the Parties.
- 15. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment No. 2.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000779500001

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK					
By:	By:					
Sonja Gaines	Tray Payne					
Deputy Executive Commissioner	Mayor					
Date of Signature: August 30, 2023	Date of Signature: August 30, 2023					

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A	SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)
ATTACHMENT B-1	FISCAL REQUIREMENTS (SEPTEMBER 2023)
ATTACHMENT B-2	APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1,
	2023)
ATTACHMENT C	HHS CONTRACT AFFIRMATIONS VERSION 2.2, EFFECTIVE MAY
	2022
ATTACHMENT D	HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.2,
	EFFECTIVE JULY 2022
ATTACHMENT H-1	SECOND REVISED FEDERAL FUNDING ACCOUNTABILITY AND
	TRANSPARENCY ACT (FFATA) FORM

ATTACHMENT A SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)

I. PURPOSE

The Administration Substance Use Disorder Services (ADMIN) Program provides funds to the Grantee to administer and monitor the Grantee's subcontractors that offer substance use disorder (SUD) services in accordance with the Substance Use Prevention, Treatment and Recovery Services ('SUPTRS') Block Grant. System Agency authorizes the Grantee to award subcontractors and manage services for indigent clients who meet eligibility for the following Programs:

- Treatment for Adults (TRA);
- Treatment for Youth (TRY);
- Treatment for Females (TRF); and
- Co-Occurring Psychiatric and Substance Abuse Disorders (COPSD).

II. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Hire or assign personnel to provide oversight for Grantee's subcontractors that provide SUD services.
- B. Procure and enter into subcontract agreements with organization(s) to provide SUD services within four (4) months of the execution of this Contract.
- C. Provide System Agency its employee contact list for the individual(s) responsible for the following activities:
 - 1. Overseeing grantee's contractors;
 - 2. Monitoring subcontractors; and
 - 3. Submitting Daily Capacity Management and Wait List reports in Clinical Management for Behavioral Health Services (CMBHS).

Note, the contact list must include both the responsible employee's contact information and their supervisor's contact information.

- D. Ensure Grantee's subcontractor network includes services for the following programs and service types:
 - 1. TRA
 - a. Adult Intensive Residential Services
 - b. Adult Ambulatory Detoxification Services
 - c. Adult Residential Detoxification Services
 - d. Adult Outpatient Services
 - (1) Adult Outpatient Group Counseling
 - (2) Adult Outpatient Group Education
 - (3) Adult Outpatient Individual Counseling
 - 2. TRY

- a. Youth Outpatient Services
 - (1) Youth Outpatient Group Counseling
 - (2) Youth Outpatient Group Education
 - (3) Youth Outpatient Individual Counseling
 - (4) Youth Adolescent Support
 - (5) Youth Family Counseling
 - (6) Youth Family Support
 - (7) Youth Psychiatrist Consultation

3. TRF

- a. Adult Specialized Female Supportive Residential Services
- b. Adult Specialized Female Women with Children Intensive Residential Services
- c. Adult Specialized Female Outpatient Services
 - (1) Adult Specialized Female Outpatient Group Counseling
 - (2) Adult Specialized Female Outpatient Group Education
 - (3) Adult Specialized Female Outpatient Individual Counseling
- 4. COPSD
- E. Provide each subcontractor identical service type rates as System Agency offers in all subrecipient fee-for-service agreements.
- F. Ensure Grantee's staff and Grantee's subcontractors adhere to all applicable requirements in this Contract.
- G. Ensure Grantee staff's and Grantee's subcontractors adhere to the most current HHSC SUD Program Guide located at the following URL: https://www.hhs.texas.gov/providers/behavioral-health-services-providers/substance-use-service-providers.
- H. Ensure a Grantee representative with knowledge about Grantee and subcontract(s) system(s) and services attends the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meeting.
- I. Ensure current information on SUD services is represented on Grantee's website, including, but not limited to, a list of those organizations that Grantee has active contracts or agreements with related to the provision of SUD services.
- J. Ensure that following execution of the Contract, and before subcontracted services begin, that Grantee's representatives attend training in-person in Austin, TX, or participate online, in CMBHS training.
- K. Ensure utilization of CMBHS to report wait list and daily capacity management in accordance with the SUD Program Guide, found at the following URL: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

- L. Utilize a tool to monitor the performance of its subcontractors. Grantee may develop a monitoring tool, which must be approved by System Agency, or Grantee may utilize System Agency's monitoring tool.
- M. Ensure that the monitoring tool, at minimum, contains the following information:
 - 1. Date of review;
 - 2. Name of subcontractor reviewed;
 - 3. Type of review;
 - 4. Name of Grantee employee conducting review;
 - 5. List of findings; and
 - 6. Plan to remediate findings and maintain corrections.
- N. Submit copies to System Agency of each written agreement entered into with Grantee's subcontractors for the SUD services network.
- O. Submit a Quality Management and Oversight Monitoring Schedule to System Agency by the fifth (5th) business day following the end of each quarter of the State Fiscal Year. The quarterly schedule must include all Grantee subcontractors that are performing SUD services.
- P. Monitor all subcontractors' financial and programmatic performance and maintain records that will be made available for inspection by System Agency upon request.
- Q. Be responsible to System Agency for the performance of all subcontractors.
- R. Submit to System Agency a quarterly report, titled, "Monitoring Activity Report," consisting of Grantee's monitoring activities. The report must include the following:
 - 1. Number of monitoring reviews conducted;
 - 2. Types of monitoring reviews conducted;
 - 3. Summary evaluation of findings;
 - 4. Grantee's plan of oversight to bring the subcontractors into compliance;
 - 5. Number and nature of complaints received on subcontractors; and
 - 6. List of significant subcontractor findings that must, at a minimum, include the following:
 - a. Immediate risk to health or safety;
 - b. Client abuse, neglect, or exploitation;
 - c. Licensure revocation or suspension;
 - d. Fraud, waste or abuse reports; and
 - e. Reported criminal activity of any provider's staff.

III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee will:

A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user

accounts/user roles to ensure that all CMBHS user accounts are current.

- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within twenty-four (24) hours, remove access to users who are no longer authorized to have access to secure data.
- E. In addition to CMBHS Helpdesk notification, submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers, and sub-Grantee's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before September 15th and March 15th, to the following email address: SUD.Contracts@hhs.texas.gov.
- F. Attend System Agency training on CMBHS documentation.

IV. REPORTING REQUIREMENTS

- A. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date. All reports documented in SECTION IV of this ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023) must be submitted to CMBHS, an alternative System Agency reporting system, or by email to the SUD Mailbox (SUD.Contracts@hhs.texas.gov) by the required due date.
- B. All reports submitted to the SUD Mailbox shall utilize the following naming convention in the email subject line:

[FY for Report] Deliverable [Name of Report] ADMIN HHS000779500001

- C. If the due date of a report is on a weekend or holiday, then Grantee must submit the report by the following business day.
- D. Grantee shall submit annual Contract closeout documentation by October 15th of each State Fiscal Year. The final Contract closeout documentation is due not later than forty-five (45) calendar days after the Contract's termination date.
- E. Grantee shall submit a CMBHS Security Attestation Form on September 15th and March 15th of each State Fiscal Year.
- F. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

V. <u>Submission Requirements</u>

System Agency will monitor Performing Agency's performance of the requirements in ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023) and its compliance with the Contract's terms and conditions.

Requirement Location	Report Name	Due Date	Submission Method
ATTACHMENT B-1, FISCAL REQUIREMENTS (SEPTEMBER 2023)	Financial Status Report (FSR) to General Ledger Worksheet	Each FY, Quarterly: Q1: December 31 st Q2: March 31 st Q3: June 30 th Q4: October 15 th	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
ATTACHMENT B-1, FISCAL REQUIREMENTS (SEPTEMBER 2023)	General Ledger	Each FY, Quarterly: Q1: December 31st Q2: March 31st Q3: June 30th Q4: October 15th	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
ATTACHMENT B-1, FISCAL REQUIREMENTS (SEPTEMBER 2023)	FSRs	Each FY, Quarterly: Q1: December 31st Q2: March 31st Q3: June 30th Q4: October 15th	CMBHS
ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)	Quarterly Management and Oversight – Monitoring Schedule	Each FY, Quarterly: Fifth (5 th) business day following the end of each quarter of the State Fiscal Year.	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)	Quarterly Management and Oversight – Monitoring Activity Report	Each FY, Quarterly: Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)	CMBHS Security Attestation Form and List of Authorized Users	Each FY: September 15th and March 15th.	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.
ATTACHMENT A, SECOND REVISED STATEMENT OF WORK	Fiscal Year Closeout	Each FY: October 15th	Email to SUD Mailbox at SUD.Contracts@hhs.texas.gov.

(SEPTEMBER			
2023)			
ATTACHMENT	Final Contract Closeout	No later than forty-five (45)	Email to SUD Mailbox at
A, SECOND		calendar days after the	SUD.Contracts@hhs.texas.gov.
REVISED		Contract's termination	
STATEMENT OF		date.	
Work			
(SEPTEMBER			
2023)			

ATTACHMENT B-1 FISCAL REQUIREMENTS (SEPTEMBER 2023)

I. CONTRACT FUNDING

The Contract is funded under the United States Health and Humans Services (HHS) Commission, Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN), 93.959.

II. GRANTEE FISCAL REQUIREMENTS

Grantee will:

- A. Comply with the following Code of Federal Regulation (CFR) statutes:
 - 1. Block Grants: 45 CFR Part 96, Subpart C, as applicable and as found at the following URL: https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96.
 - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: 2 CFR Part 200, as applicable and as found at the following URL: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.
- B. Comply with the following grant requirements:
 - 1. Federal Funding Accountability and Transparency Act Reporting Requirements, as located at the following URL: https://www.hhs.texas.gov/business/grants/federal-funding-accountability-transparency-act-reporting-requirements.
 - 2. Indirect Cost Rates, as located at the following URL: https://www.hhs.texas.gov/business/grants/indirect-cost-rates.
- C. Comply with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts website at the following URL: https://comptroller.texas.gov/purchasing/grant-management/.
- D. Access the Transactions List report in the CMBHS application to identify the amount of federal funds allocated to this award for each transaction.
- E. Not apply any unexpended balance associated with any other System Agency-funded contract to this Contract.
- F. Comply with the invoicing and payment requirements stated below:
 - 1. Grantee will submit monthly invoices to System Agency utilizing CMBHS by the 15th of the month following the month in which expenses were incurred.
 - 2. After the closure of each State Fiscal Year (FY), System Agency will conduct Contract close-out activities. Grantee will ensure all invoices for the most recently completed FY are submitted in CMBHS by October 15th. Invoices submitted after the October 15th deadline may be denied.

- 3. All invoices for services provided by Grantee in September of each FY must be submitted by October 15th. Any invoices submitted after this date may be denied due to the grant budget period being closed.
- 4. System Agency may request additional documentation to support an invoice. All requests for additional information must be provided by System Agency's deadline.
- G. Adhere to the FY allocation information identified below. System agency's share and match allocations under the Contract for FY2020 FY2024 are documented in the SECTION IV, BUDGET, of the Contract, as amended. Grantee is not required to contribute match funds under this Contract.
- H. Adhere to the cost reimbursement budget information stated below.
 - 1. ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023), documents all approved and allowable expenditures and incorporated into the Contract. Grantee shall *only* utilize the funding detailed in ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023), for its approved and allowable costs.
 - 2. If needed, Grantee may revise the ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023). The requirements to revise the categorical budget are as follows:
 - a. Grantee may transfer funds from the budgeted direct categories only, except for the "Equipment" category. Grantee may transfer up to ten percent (10%) of the allocated FY Contract value without System Agency approval. Budget revisions exceeding the ten percent (10%) requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved cost reimbursement budgeted direct categories that exceed the ten percent (10%) requirement, excluding the "Equipment" and/or "Indirect Cost" categories, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an Amendment, in accordance with Section 4.01 of Attachment E, Special Conditions Version 1.3. System Agency shall provide written notification of the approval or denial of the request, and the assigned contract manager will update CMBHS, as necessary.
 - c. Grantee may revise the Cost Reimbursement budget "Equipment" category and/or "Indirect Cost" category, however a formal Amendment is required. Grantee must submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned contract manager will provide written notification stating whether the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both Parties.
 - 3. The budgeted indirect cost amount is provisional and subject to change. System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
- I. Comply with the Financial Status Report (FSR) requirements stated below.

- 1. Grantee shall submit quarterly FSRs in CMBHS to document all expenditures for each Program ID referenced in the Contract. The FSRs shall be submitted by the due date identified in ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023).
- 2. Grantee shall submit the following supportive documentation for each quarterly FSR by the due date and submission method identified in ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023):
 - a. A general ledger that documents all expenditures to support the data reported in the FSR.
 - b. A general ledger worksheet that will provide an analysis of the general ledger by separating the expenses into the categorial budget category. The general ledger worksheet must be completed using the System Agency template.
- J. Comply with the budget program adjustment (BPA) requirements identified below.
 - 1. Grantee may request revisions to the approved categorical budget by completing a Budget Program Adjustment Form and submitting the form to the System Agency contract manager, and the SUD Mailbox (<u>SUD.Contracts@hhs.texas.gov</u>) or the System Agency required submission method.
 - 2. The types of BPA revisions Grantee may request are:
 - a. Budget changes for direct categories that exceed the allowable variance.
 - b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.
 - c. Budget changes to the direct category, "Equipment."
 - d. Requesting additional funding.
 - 3. System Agency will review the BPA request to determine if the BPA is allowable under the Contract and will notify Grantee whether the request is approved or denied. System Agency will review and provide written communication responding to the Grantee's BPA request within thirty (30) calendar days from receiving a Budget Program Adjustment Form.
 - 4. Grantee must submit its BPA requests for each FY by March 1st.

III. CATEGORICAL BUDGET

The approved FY categorical budget for all awarded Program services is located at ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023). The categorical budget will be reflected in CMBHS for each awarded FY, unless modified by a BPA.

Attachment B-2 Approved Categorical Budget (Effective September 1, 2023)

Budget Summary

Organization Name:	City of Lubbock				
Contract Number:	HHS000779500001				
Program ID:	SUD Administrative				
Fiscal Year::	FY24				
Region	1				

Budget Categories

Budget Categories	System Agency	Cash Match	Non System	Category
	Funds		Agency funds	Total
Personnel	\$128,338.00	\$0.00	\$0.00	\$128,338.00
Fringe Benefits	\$108,925.00	\$0.00	\$0.00	\$108,925.00
Travel	\$9,147.00	\$0.00	\$0.00	\$9,147.00
Equipment		\$0.00	\$0.00	\$0.00
Supplies	\$590.00	\$0.00	\$0.00	\$590.00
Contractual		\$0.00	\$0.00	\$0.00
Other	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Total Direct Costs	\$250,000.00	\$0.00	\$0.00	\$250,000.00
Indirect Costs		\$0.00	\$0.00	\$0.00
Totals	\$250,000.00	\$0.00	\$0.00	\$250,000.00

Subcontracting

Subcontracting Percentage:	0.0%

Match Contributions

Requ	uired Match Percentage: Calculated Match Percentage:	
R	Required Match Amount: Calculated Match Amount:	
	Source of Cash Match Funds Salary for Director of Public Health and Management Assistant and IT and Phone	1
	Charges	
	Source of In Kind Match Funds	
Program Income		
	Projected Earnings	
	Source of Earnings	

Non System Agency Funding

Direct Federal Funds:	\$0.00
Other State Agency Funds:	\$0.00
Local Funding Sources:	\$0.00
Other Funds:	\$0.00
Total Projected Non-System Agency Funding:	\$0.00

Personnel Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative
Region:	1
Fiscal Year:	FY24
Total Contract Value (System Agency+Match)	250,000.00
Date Submitted to HHSC:	7/20/2023

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested fo Project
	Provide oversight to the Program/Financial Manager and								
	Case Manager by evaluating and monitoring performance of								
Substance Use Service Coordinator	program staff. Salary was calculated adjusting for a 3% merit increase.	.1			0.1	\$5,868	12	Cash	7,042.0
Substance Use Service Coordinator	Evaluate and monitor subcontractors documentation. Conduct	1			0.1	ψ3,000	12	Casii	7,042.0
	site visits of network providers. Salary was calculated								
Case Manager	adjusting for a 3% merit increase.	1			1	\$3,972	12	Cash	47,664.0
	Evaluate and monitor subcontractors, contracts and								
Program/Financial Manager	expenditures. Conduct site visits of network providers. Salary was calculated adjusting for a 3% merit increase.	1			1	\$4,634	12	Cash	55,608.
-rogram/Financial Manager	Manage all behavioral health programs, grants and staff	-			'	\$4,034	12	Casii	55,006.
	Continue to build an innovative and sustainable behavioral								
	health program that meets the needs of Region 1. Salary was								
Behavioral Health Manager	calculated adjusting for a 3% merit increase.	.25			0.25	\$6,008	12	Cash	18,024.
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ash Total									128,338.
Kind Match Total									

Fringe Benefits

Enter either the percentage or cash amount Total Fringe Benefit %: 48.00% or Total Fringe Benefit \$

Cash: \$108,925.00 In Kind Match: \$108,925.00 Fringe Benefits Total:

List the types of costs that comprise your organization's fringe benefits

Certification Pay for 5 employees (\$23.08), (.1747) subject to TMRS, FICA 97.8%, Health Insurance(\$360.95 per pay period), Dental Insurance (\$15.55 per pay period), Phone Allowance for 5 employees (\$13.85 per pay period)

Travel Category Detail

		Organization Name:	City of Lubboo	ck		
		Contract Number:	HHS00077950	00001		
		Program ID:	SUD Administr	rative		
		Indicate Policy Used				
	*		Organization's Travel Policy *	* Include travel police	y in renewal response if using Organization's tra	avel policy
	0		State of Texas Travel Policy			
rence / Workshop Travel Costs						

Description of	Justification	Location			Total Auto Mileage	Airfare	Meals	Lodging	Other Co
Conference / Workshop		City/State	Days	Employees	Cost				
Local or State Conferences									
	Provide professional development and further educate staff.	TBD-USA	3	2		\$1,900	\$650	\$1,000	\$500
Devides Educational Markins									
Provider or Educational Meetings	Attend provider meetings and educational trainings or meetings to help educate staff.	TBD-USA	2	2		\$1,947	\$650	\$2,000	\$500
	Priorition provider incomings and educational trailings of infectings to help educate start.	IDD-OOK				Ψ1,547	ψ030	Ψ2,000	\$300
Total Cash for Conference / Workshop									
Total In Kind Match for Conference / Workshop									
otal for Conference / Workshop Travel									

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
Total Cash for Other / Local Travel					\$0.00	
Total In Kind Match for Other / Local Travel					\$0.00	
Total for Other / Local Travel					\$0.00	

Cash Total	\$9,147.00
In Kind Match Total	\$0.00
Total Travel Costs:	\$9,147.00

Equipment Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Fundi
Cash Total				
In Kind Match Total				
Total Amount Requested for Equipment				

Supplies Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative

Description of Item	Purpose & Justification	Funding Source	Total Cost	
	General office supplies needed to support the			
	execution of the scope of work with efficiency and			
	effectiveness such as pens, spirals, calendars, paper			
Office Cumplies	clips, pencils, tape and post it notes.	0		590.00
Office Supplies	clips, pencils, tape and post it notes.	Cash	\$ 5	90.00
Cash Total				590.00
In Kind Match Total			\$	
Total Amount Requested for Supplies			\$	590.00

Contractual Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative

Contractor	Type	Description of Services	Justification	Payment	Payment	Number of	
		'		Basis		Payments	
						,	1 .
Cash Total							
In Kind Match Total							
Total Amount Requested for Contractual							

Other Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative

Description of Item	Purpose & Justification	Funding Source	Total Cost
IT support charges: These are the charges			
incurred by the department for IT support and			
licenses of software suchs as Microsoft, Adobe,			
Internet. The fee does not include computer	Required for the employees to have access to internet and other		
internet. The ree does not include computer	Required for the employees to have access to internet and other		#4 000 00
workstations or laptops	software programs.	Cash	\$1,000.00
Telephone Services: Charges incurred by the			
department for telephone services	Required for the employees to have access to a phone	Cash	\$1,000.00
Fleet services: Charges incurred by the			
department for fleet services. This include			
maintenance, major repairs and insurance.	Support maintenance and upkeep of one (1) vehicle	Cook	\$1,000.00
maintenance, major repairs and insurance.	Support maintenance and upkeep of one (1) venicle	Cash	\$1,000.00
Cash Total			\$3,000.00
In Kind Match Total			\$0.00
Total Amount Requested for Other			\$3,000.00
Total Amount Requested for Other			φ3,000.00

Indirect Category Detail

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Program ID:	SUD Administrative

Indirect Cost Basis		
Selection		
0	Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate	
	The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.	
	Rate	
	Туре	
	Base	
	Type of Costs Included in the Rate	
0	Non Governmental Entity Using Indirect Cost Rate	
0	The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)	
	Rate	
	Base	
	Type of Costs Included in the Rate	
0	Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan	
	allocation plan submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link: http://www.System Agency.state.tx.us/contracts/ Types of Costs	
	Types of costs	
	Allocation Base	
Indirect Costs		
	Cach	
	Non System Agonay Funds:	
	Non System Agency Funds:	
	Total Indirect Costs: \$0.00	

HEALTH AND HUMAN SERVICES Contract Number HHS000779500001 Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

• SAO Toll Free Hotline: 1-800-TX-AUDIT

• SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

• OIG Toll Free Hotline 1-800-436-6184

• OIG Website: ReportTexasFraud.com

• Internal Affairs Email: Internal Affairs Referral@hhsc.state.tx.us

• OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.

• OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline MC 1300 P.O. Box 85200

Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- 1. all persons employed by Contractor to perform duties within Texas; and
- 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - 1. Name of individual(s) (Contractor or employee(s));
 - 2. Status;
 - 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 - 4. The date the employment was terminated and the reason for the termination; and
 - 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- 1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- 2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- 3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor	must complete and sign the following:
City of Lubbock	
Legal Name of Contractor	
Assumed Business Name of Contractor, if applica	ble (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b Attach Assumed Name Certificate(s) filed with the Name Certificate(s), if any, for each Texas County been filed.	e Texas Secretary of State and Assumed
DocuSigned by:	
Tray Payre	August 30, 2023
Signature of Authorized Representative	Date Signed
Tray Payne	Mayor
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
1314 Ave. K	Lubbock, Texas 79401
Physical Street Address	City, State, Zip Code
Mailing Address, if different	City, State, Zip Code
(806)-775-2010	
Phone Number	Fax Number
TrayPayne@mylubbock.us	058213893
Email Address	DUNS Number
7560005906	00017560005906
Federal Employer Identification Number	Texas Identification Number (TIN)
N/A	N/A
Texas Franchise Tax Number	Texas Secretary of State Filing Number
1xdnekwrvkj6	
SAM.gov Unique Entity Identifier (UEI)	-



Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 **DEFINITIONS**

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

- "Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.
- "Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.
- "<u>Deliverables</u>" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.
- "DSHS" means the Department of State Health Services.
- "Effective Date" means the date on which the Grant Agreement takes effect.
- "Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.
- "GAAP" means Generally Accepted Accounting Principles.
- "GASB" means the Governmental Accounting Standards Board.
- "Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.
- "HHSC" means the Texas Health and Human Services Commission.
- "Health and Human Services" or "HHS" includes HHSC and DSHS.
- "<u>Intellectual Property Rights</u>" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:
 - i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
 - ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
 - iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
 - iv. domain name registrations; and
 - v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.
- "Parties" means the System Agency and Grantee, collectively.
- "Party" means either the System Agency or Grantee, individually.

- "Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.
- "Signature Document" means the document executed by all Parties for this Grant Agreement.
- "Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "<u>Solicitation Response</u>" or "<u>Application</u>" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.
- "State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.
- "Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.
- "System Agency" means HHSC or DSHS, as applicable.
- "Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.
- "Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

- threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
- ii. Email to: single audit report@hhsc.state.tx.us.
- B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
- ii. Email to: single audit report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 Grantee's Pre-Existing Works

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Preexisting Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or email while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.

- Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized

- representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM

AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

- obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

- participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail CodeW206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313 Fax: (512) 438-5885

Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Attachment H – Second Revised Federal Funding Accountability and Transparency Act (FFATA) Certification Form

HHSC Contract No. HHS000779500001



Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

reason of changed circumstances. Note : If the signer cannot certify all of the statements contained in this section, they must provide written notice to HHSC detailing which of the below statements they cannot certify and why.			
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?			
A. Certification Regarding Percent of Annual Gross from Fe	deral Awards		
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?			
B. Certification Regarding Amount of Annual Gross from Fe	deral Awards		
Did your organization receive \$25 million or more in annual gross reven	nues from federal awards in the prece	ding fiscal year?	
If your answer is Yes to both questions A and B, you must answer ques	stion C.		
If your answer is No to either question A or B, skip question C and cont	inue to section D.		
C. Certification Regarding Public Access to Compensation	Information		
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?			
Yes O No – Provide the names and total compensation of the top five highly compensated officers/senior executives.			
Name of Officer or Senior Executive Total Compensation			
1.			
2.	2.		
3.			
4.			
5.	5.		
D. Signatures			
As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge. —DocuSigned by:			
Tray Payne	August 30, 2023		
Signature of Authorized Representative	Date		
Printed Name of Authorized Representative Tray Payne	Title of Authorized Representative Mayor		
Legal Name of Contractor City of Lubbock	Unique Entity Identifier		
Applicable HHSC Contract No.(s):		_	

Certificate Of Completion

Envelope Id: 29685120726D410D9B5497D31060221E

Subject: Amending \$1,126,272.00; HHS000779500001; City of Lubbock A-2; HHSC/MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 73

Certificate Pages: 2

AutoNav: Enabled Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4

Initials: 0

Envelope Originator:

Status: Completed

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS DocuSign@hhsc.state.tx.us IP Address: 168.60.253.53

Record Tracking

Status: Original

8/22/2023 5:39:15 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Texas Health and Human Services

Commission

PCS DocuSign@hhsc.state.tx.us

Pool: FedRamp

Pool: Texas Health and Human Services

Commission

Location: DocuSign

Location: DocuSign

Signer Events

DocuSigned by:

Tray Payne TrayPayne@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication

(None)

Signature

tray Payne 37610FE32C114BD...

Signature Adoption: Pre-selected Style Using IP Address: 208.84.91.41

Timestamp

Sent: 8/22/2023 5:45:32 PM Resent: 8/30/2023 8:34:34 AM Viewed: 8/30/2023 8:42:05 AM Signed: 8/30/2023 8:44:11 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sonja Gaines

Sonja.Gaines@hhs.texas.gov **Deputy Executive Commissioner**

Security Level: Email, Account Authentication

(None)

DocuSigned by: Sonja Gaines 147CCA4134D941B

Signature Adoption: Pre-selected Style Using IP Address: 167.137.1.13

Sent: 8/30/2023 8:44:17 AM Viewed: 8/30/2023 9:41:24 AM Signed: 8/30/2023 9:41:48 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

COPIED

Carbon Copy Events Status

Maisie Vazquez

Maisie.Vazquez@hhs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Timestamp

Timestamp

Sent: 8/22/2023 5:45:31 PM Viewed: 8/24/2023 12:06:25 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
SUD Mailbox	COPIED	Sent: 8/22/2023 5:45:31 PM
sud.contracts@hhs.texas.gov	COPIED	Viewed: 8/23/2023 8:39:23 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cristina Bunyard	CODIED	Sent: 8/30/2023 8:34:32 AM
cristina.bunyard@hhs.texas.gov	COPIED	
Contract Specialist IV		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz	COPIED	Sent: 8/30/2023 8:34:33 AM
gdiaz@mylubbock.us	COPIED	Viewed: 8/30/2023 9:41:55 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells	COPTER	Sent: 8/30/2023 8:34:34 AM
kwells@mylubbock.us	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2023 5:45:31 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/29/2023 5:18:37 PM
Envelope Updated	Security Checked	8/30/2023 8:32:49 AM
Envelope Updated	Security Checked	8/30/2023 8:32:49 AM
Envelope Updated	Security Checked	8/30/2023 8:34:32 AM
Certified Delivered	Security Checked	8/30/2023 9:41:24 AM
Signing Complete	Security Checked	8/30/2023 9:41:48 AM
Completed	Security Checked	8/30/2023 9:41:48 AM
Payment Events	Status	Timestamps



Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Service Agreement dated March 9, 2021, by and between the City of Lubbock and SPARE Labs, Inc., to allow Citibus to use non-dedicated fleets or third party providers through a SPARE Open Fleets integration.

Item Summary

The amendment to the SPARE Labs Inc. contract will allow for the integration of the SPARE Open Fleets module to allow Citibus to utilize non-dedicated fleets or third-party providers to provide trips on behalf of Citibus. Non-dedicated fleets or third party providers would typically be a Transportation Network Company (TNC) such as Lyft, Uber, etc.

Currently, Citibus outsources trips to a TNC for promotional or special events, or as needed due to demand. Citibus does not anticipate this being a permanent offering; however, as network redesign is finalized, this may provide a cost-efficient option. At this time, only general public-on-demand trips are outsourced, and this will not affect Americans with Disabillities (ADA) para-transit trips.

The service agreement with SPARE Labs, Inc., was entered into on March 9, 2021.

Fiscal Impact

No additional costs will be associated with the amendment to the SPARE Labs, Inc. contract, unless approved non-dedicated fleets or third-party providers are utilized consistently over 3 months. A monthly charge of \$535.50 will be incurred, in the event that Citibus uses a non-dedicated fleet or third-party provider over a continuous 3-month period.

Staff/Board Recommending

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

Attachments

Resolution - SPARE Labs Amendment SPARE Labs Amendment - Open Fleet

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 that certain Service Agreement dated March 9, 2021 between the City of Lubbock and Spare Labs, Inc., to allow Citibus to utilize Spare's Open Fleet's platform for the outsourcing of trips to third parties for pooled ondemand and scheduled transportation, 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.

minutes of the City Council.	
Passed by the City Council on	
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	The state of the s
APPROVED AS TO CONTENT:	
BHowerto	n/
Bill Howerton, Deputy City Manager	
APPROVED AS TO FORM:	7
Mitchell Satterwhite, First Assistant C	ity Attorney

ccdocsII/RES.Amend 1-Spare Labs, Inc. July 20, 2023

Amendment 1 for Service Agreement

WITNESSETH:

WHEREAS, the Company and Customer entered into the Service Agreement as of March 9, 2021 (the "Original Agreement"), in order to provision Spare Platform with Spare Pooled OnDemand, which manages, dispatches and handles bookings for pooled on-demand and scheduled transportation (the "Project"),

WHEREAS, the Company and Customer wish to amend the Original Agreement in the manner described herein in accordance with the terms of the Original Agreement,

NOW, THEREFORE, in consideration of these premises, and of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Amendment of the Statement of Work in Original Agreement

The following will be added to Exhibit A – Statement of Work in the Original Agreement:

Provision of Spare Open Fleets with the Lyft transportation network and other Approved Open Fleets Providers

Company will supply Customer with Spare Open Fleet, including Lyft's transportation network and other Approved Open Fleets Providers integrated in the Spare Platform, as may be agreed between Company and Customer. Company and Customer will adhere to additional terms that apply for Lyft and other Approved Open Fleets Providers, as per Appendix 1 of Amendment 1. The Customer shall include such notification and/or require any user of the Project to accept or acknowledge such additional terms of use, privacy policy or similar, in each case as may be required by Lyft, other Approved Open Fleets Providers, and applicable law.

2. Amendment to fee schedule on Order Form SL-3588 in Original Agreement

The following will be added to the fee schedule in the Original Agreement, starting on Amendment 1 Effective Date.

Description	Fee
Spare Open Fleets	Non-Dedicated Management Fee for Spare Open
	Fleets (for each Approved Open Fleets Provider) +
	Boarding Fee for each Completed Boarding, as
	described in Order Form SL-3588 in Original
	Agreement. Non-Dedicated Management Fee only
	applies once each Approved Open Fleets Provider
	is used on a monthly basis over 3 months.
Ride fees for Lyft and other Approved Open Fleets	Pass-through cost from Lyft and other Approved
Providers	Open Fleets Providers' for each ride, charged on a
	monthly basis. Find latest Lyft fees for Customer's
	area on lyft.com.

Others

All other terms and provisions of the Original Agreement shall continue to be effective and remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment 1 to be executed by their duly authorized representatives as of the day and year first above written.

Spare Labs Inc. (Company)	City of Lubbock (Customer)
D.	D
By:	By:
Name: Kristoffer Vik Hansen	Name:
Title: CEO	Title:

Appendix 1

Additional terms specific to provision of Open Fleet Provider integration through Spare Open Fleets:

In providing and using Open Fleet Providers through Spare Open Fleets, the following additional provisions shall apply:

(a) Company obligations: Company shall only enable an Open Fleet Provider integration with Customer's account within the Spare Platform where such integration has been expressly approved in writing by Customer ("Approved Open Fleet Provider").

(b) Customer Obligations.

- (i)Unless otherwise agreed in writing between the Parties, Customer represents and warrants that it (i) either has a direct agreement in place with each Approved Open Fleet Provider that permits that the Open Fleet Provider integration with Customer's account within the Spare Platform and use as part of the Project that does not require any further agreement be entered into by Company; or (ii) that it has agreed to be bound by the applicable Approved Fleet Providers Terms as set out in sub-section (c) below.
- (ii) Customer covenants and agrees to immediately inform Company in the event that any such agreement with an Approved Open Fleet Provider lapses, in which event Company shall immediately terminate the integration within the Customer's account within the Spare Platform in respect of such Open Fleet Provider.
- (iii)For each Approved Open Fleet Provider whose integration Customer has approved in writing, Customer shall include such notification and/or require any user of the Project to accept or acknowledge such additional terms of use, privacy policy or similar, in each case as may be required by such Open Fleet Provider and applicable law.

(c) Approved Open Fleet Provider Terms

Where subsection (b)(i) above does not apply and the Approved Open Fleet Provider is:

- (i)Uber Inc. ("Uber", which expression shall include any subsidiaries or affiliates of Uber Inc.), then Customer agrees to be bound by the standard Uber for Business terms and conditions (the "U4B Online Terms"), available via https://www.uber.com/legal/business/dashboard/en/ (as may be updated from time to time), in the US, or the applicable global equivalent;
- (ii)Lyft ("Lyft", which expression shall include any subsidiaries or affiliates of Lyft Inc.), then Customer agrees to be bound by the Lyft-specific terms set out in Appendix 2; or
- (iii)Any other Approved Open Fleet Provider, such Approved Open Fleet Provider-specific terms as may be notified to Customer at the time of express approval of such Open Fleet Provider by Customer.

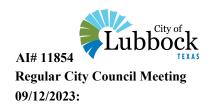
Appendix 2

(a) Customer Obligations. Customer:

- (i) Acknowledges that riders will be required to consent to additional terms listed on https://www.lyft.com/terms and https://www.lyft.com/terms and https://www.lyft.com/terms and https://www.lyft.com/privacy when using the Lyft services through the Project;
- (ii) Agrees to take all reasonable precautions to prevent unauthorized access to or use of the Lyft services and to notify Lyft promptly upon the discovery of any known or suspected unauthorized or fraudulent activity occurring under its account
- (iii) Agrees not to (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft's platform and services; (ii) use the Lyft's platform, services, and any data received from Lyft in violation of applicable law, third party rights, and this Agreement; (iii) sublicense, repackage, lease, rent, sell, give or otherwise transfer or provide Lyft's platform and services to any unaffiliated third party except as may be provided in this Agreement; (iv) substantially replicate or modify Lyft's platform, services or their elements, except as expressly permitted hereunder; (iv) use incorrect or outdated rider information in connection with this Agreement; (v) interfere with, modify or disable any features or functionality of Lyft's platform and services; (vi) transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; and/or (vii) use Lyft's services or platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voice mail, or video.
- (iv) Acknowledges that all information related to Customer, riders ("Riders"), and their use of the Lyft Platform as received, collected, compiled, aggregated or produced by Lyft in connection with this Agreement shall be governed by the terms of Lyft's Privacy Policy (https://www.lyft.com/privacy), and Lyft shall have the right to use such data as set forth in Lyft's Privacy Policy;
 - (v) Customer consents to allow Lyft to use any Rider information ("Rider information")

provided, including to (a) transmit a request via the Lyft Platform to available drivers ("Drivers"); (b) send automated transactional communications, including but not limited to SMS texts or phone calls to the Rider relating to the Ride or the provision of the Project; (c) share the Rider information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (d) use and store the Rider information for the internal purposes of Lyft, subject to Lyft's Privacy Policy (available at https://www.lyft.com/privacy). Customer consents to Lyft sharing any Customer or Rider information with its authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder.

- (vi) It is expressly acknowledged and agreed that Company will not grant Customer the right or ability to, and Customer shall not knowingly, directly access or integrate the Lyft API into Customer's own platforms or systems. Company will restrict Client's access to the Lyft API to indirect use through the Partner's Platform, and Customer shall not knowingly seek to by-pass such restriction.
- (vii) In addition to any other indemnification obligations set forth in this Agreement, Customer agrees to defend, indemnify and hold harmless Company from any claim by Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses (collectively, "Claim(s)") arising out of or related to: (i) Customer's breach of this Agreement; or (ii) Customer's breach of data privacy rights involving data received by Customer from Lyft.



Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Transit System Management Contract, and all related documents, by and between the City of Lubbock and RATP Dev USA, Inc., to manage and operate the public transportation system owned by the City of Lubbock.

Item Summary

A Request for Proposal (RFP) was issued by the Purchasing Department, for a contractor who will operate the City's transit system.

In response to RFP 23-17282-MA, a sole proposal by RATP Dev USA, Inc. was received by the Purchasing Department. RATP's fees for an initial 5-year period with 2 optional 5-year periods are shown in the following table.

Initial Five-Year Period:	Annual Compensation for Services Rendered:
FY 2024	\$264,360
FY 2025	\$276,827
FY 2026	\$289,915
FY 2027	\$303,654
FY 2028	\$318,077

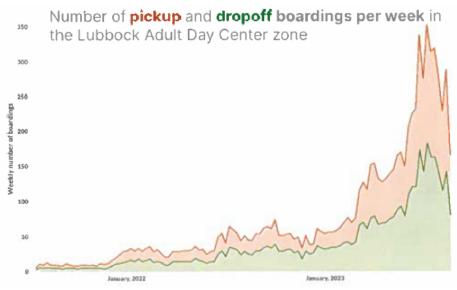
Citibus Staff and the Public Transit Advisory Board recommend the contract be awarded to RATP Dev USA, Inc.

All assets associated with the transit system are City-owned.

Circumstances regarding services provided to the Adult Day Center (ADC) include the following:

- The service for ADC is run through the Citibus ADA complimentary paratransit service (Access). Citibus is staying in compliance with ADA and managing rides throughout the community for all ADA certified passengers, while maximizing efficiency. The fare is \$2 per trip.
- Citibus offered to contract with ADC outside the ADA paratransit service, and proposed that ADC would pay current Medicaid rates of \$34 for ambulatory passengers plus mileage, and \$40 for wheelchair passengers plus mileage. ADC declined that offer. ADC receives \$30 per day/per person for transportation.
- ADC requests that all clients are dropped off at the beginning of the day, and picked up at the end of the day, by specific times. Timing of trips during AM/PM peak times puts pressure on the system, which at times causes lateness and multiple vehicles being sent to pick-up/drop-off at the same group home. Many factors affect the service.
- Significant increase in trips to/from ADC

November 2022 – averaged 55 trips per day to/from ADC.
July 2023 – averaged 103 trips per day to/from ADC.



- Only thirty-five (35) times out of the last five (5) months, has Citibus transported only one passenger at a time, to or from ADC. All other trips have been grouped with 2 or more passengers.
- Citibus staff is in daily contact with ADC staff regarding trips and scheduling.
- Changes in paratransit fleet, why, & results:
 - o Large paratransit vehicles accommodating up to 4 wheelchairs, were only needed for two (2) service hours each day, AM and PM peak. All other service hours, the maximum number of wheelchair positions needed on a vehicle is two (2).
 - Needed to purchase significant number of vehicles on restricted budget.
 - o Started purchasing smaller paratransit vehicles in 2020. Vehicles were readily available with quick turnaround time. Could purchase more vehicles with same funds. Larger vehicles cost more and had long lead times.
 - The smaller vehicles replaced older vehicles that had exceeded their useful life, thereby reducing operating, maintenance and parts costs.
- How changes in fleet helped rest of system
- Service enhancements due to the change in fleet and implementation of SPARE scheduling and routing platform:
 - oCitibus is able to carry more passengers, more efficiently, with the same number of vehicles.
 - 2019 358 per day
 - 2023 527 per day
 - On-time performance has significantly improved.
 - 2019 average 70% per month
 - 2023 average 95% per month
- Automated notifications are sent to passengers through the SPARE platform that informs passengers of bus arrival and any delays.
- SPARE optimizes trips every 10 minutes, to find ways to maximize efficiency by moving trips, if necessary.

Fiscal Impact

The first year cost of the contract is \$264,360, and is funded in the Proposed FY 2023-24 Budget.

Staff/Board Recommending

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

Attachments

Resolution - Public Transit Services Contract for Operation of Citibus Project Summary(c) Public Transit Services (3)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Transit System Management Contract to manage and operate the transportation system owned by the City, by and between the City of Lubbock and RATP Dev USA, Inc., 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:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Bill Howerton, Deputy City Manager	
APPROVED AS TO FORM: Mitchell Satterwhite, First Assistant City A	ttorney

ccdocs II/RES.Contract-RATP Dev USA, Inc. June 28, 2023

TRANSIT SYSTEM MANAGEMENT CONTRACT

§

STATE OF TEXAS

COUNTY OF LUBBOCK §

THIS CONTRACT AND AGREEMENT (the "Agreement" or "Contract"), made and entered into on this, the _th day of August, 20_, by and between the City of Lubbock, a Home Rule Municipal Corporation, hereinafter called "City" and RATP Dev USA. Inc., a Texas corporation, herein called "RATP Dev" or "Contractor".

WITNESSETH:

WHEREAS, the City has determined that it requires the services of a professional management company to manage and operate the transportation system owned by the City. and

WHEREAS, the City is authorized to enter into a contract for management and advisory services relating to said transportation system, and

WHEREAS, RATP Dev is desirous of providing such management and advisory services, and is qualified to do so. and

WHEREAS, the City has selected RATP Dev to provide such services, NOW, THEREFORE, the parties hereto do covenant and agree as follows:

1. EMPLOYMENT AND ACCEPTANCE

The City hereby engages RATP Dev as an independent contractor to manage the operation of the public transit system in the City's service area, including additions to and extensions thereof, (the "Transit System"), as provided herein. RATP Dev agrees to provide management and advisory services for the public transportation on the terms and conditions hereinafter set forth.

2. CITY TRANSIT MANAGEMENT COMPANY

RATP Dev covenants and agrees to cause to be established, and to maintain at its sole cost and expense, a Texas corporation named City Transit Management Company, Inc., d/b/a CITIBUS, hereinafter referred to as "CTM", which shall employee all personnel necessary for the operation of the transit system.

Transit System Management Contract 17282 Page 1 Any contractual obligations entered into or assumed by CTM and approved by the City in connection with the operation of the transit system shall be binding upon RATP Dev only for the term of this Agreement, as same may be extended, and in the event this Agreement is terminated or expires, the City shall thenceforth assume all future obligations under said contracts either on behalf of itself or any successors to CTM.

3. SCOPE OF SERVICES

RATP Dev shall furnish management services as reasonably required by the City and necessary for the efficient operation of the Transit System under policies, standards, and procedures established by RATP Dev and within the scope of RATP Dev's proposal submitted on May 25, 2023 in response to City's RFP 23-17282, the terms and conditions of which RFP are hereby incorporated fully by reference as through restated herein; in the event of a material conflict with any term or condition of this Agreement, has Agreement shall control. The management to be furnished includes, but shall not be limited to, assisting the City in carrying out the functions of transit planning, marketing, equipment and building utilization and maintenance, security, routes, scheduling, fares, service standards, accounting, budgeting, safety, insurance and claims administration, employee selection and training, public relations, equipment selection, grant applications, and all other normal managerial functions reasonably required in the day-to-day operation of the Transit System.

Specific responsibilities of RATP Dev and the General Manager shall include management of the following:

Public transportation consultation and recommendations to the City, through the Lubbock Public Transit Advisory Board.

Compliance with all environmental laws applicable to operation of the transportation system/facilities.

Overall management and policy recommendations.

Management continuity.

Management personnel development and training, and recruitment as necessary.

Monitoring and evaluation of operations, systems and procedures.

Operations.

Finance, accounting, and budgeting.

Transit System Management Contract 17282 Page 2 Safety, loss prevention, and insurance.

Preparation of an annual budget for CTM.

Schedules, transportation, and routing.

Maintenance of equipment.

Customer relations and promotion.

Preparation of state and federal grant applications and administration of those grants.

Administration of service contracts.

Employee relations.

Selection and training of CTM employees.

Preparing agenda folders and back-up information of CTM related items for Transit Advisory Board meetings.

Preparing agenda items and back-up information of CTM related items for City Council meetings.

RATP Dev shall provide each month to the Lubbock Public Transit Advisory Board and to the Assistant City Manager of Transportation an extensive detailed report that includes monthly totals for passenger revenue, number of passengers, operating cost, operating hours, vehicle miles traveled, fleet report, fixed route comparisons, reports described in Section 11, and other related transit information.

The City may, from time to time, request RATP Dev perform specific transportation related studies or projections beyond the responsibilities set forth above.

All such services rendered by RATP Dev shall be subject to all applicable federal, state, and local laws, rules, and regulations.

4. COMMENCEMENT AND TERM

The Effective Date of this Agreement is the first day of October 2023, regardless of the date of prior execution, and the Agreement shall continue from the Effective Date for a term of five years from the Effective Date, with an option by City to renew for up to two additional five-year terms, unless either party gives the other party sixty (60) days written notice before expiration of the original or subsequent terms, of such party's desire to terminate the contract as set forth in Section 22.

5. RATP Dev PERSONNEL

RATP Dev agrees to furnish a qualified, diligent, expert and efficient executive who shall be assigned to, and perform the functions of, the position of General Manager, and will serve as operating officer responsible for the day-to-day operation of all departments of the system. The General Manager shall reside in the City's service area. Management of the Transit System shall be the exclusive full-time job of the General Manager.

The selection and appointment of such General Manager, and any such subsequent appointees, shall be the responsibility of RATP Dev but shall not be made without first obtaining the advice and consent of the City Manager.

6. ADVISORY AND TECHNICAL ASSISTANCE

RATP Dev agrees to furnish advisory and technical assistance, at the Transit System or elsewhere, as may be reasonably required to assist the General Manager in the management of the Transit System at no additional cost. Such advisory and technical assistance shall include, but will not be limited to, those relating to the managerial functions identified in Section 3.

7. COMPENSATION

RATP Dev's management fee for the services to be rendered pursuant to this Agreement for each year of the contract shall be as follows:

For the initial five-year term:

FY 2024 \$22,030 per month or \$264,360 annually FY 2025 \$23,069 per month or \$276,827 annually FY 2026 \$24,160 per month or \$289,915 annually FY 2027 \$25,304 per month or \$303,654 annually

FY 2028 \$26,506 per month or \$318,077 annually

For the first five-year option:

FY 2029 \$27,316 per month or \$327,792 annually FY 2030 \$28,152 per month or \$337,827 annually FY 2031 \$29,016 per month or \$348,192 annually

FY 2032 \$29,908 per month or \$358,899 annually

FY 2033 \$30,830 per month or \$369,959 annually

For the second five-year option:

FY 2034 \$31,780 per month or \$381,363 annually FY 2035 \$32,764 per month or \$393,168 annually FY 2036 \$33,780 per month or \$405,364 annually FY 2037 \$34,830 per month or \$417,965 annually FY 2038 \$35,915 per month or \$430,986 annually

Transit System Management Contract 17282 Page 4 Payment shall be made by the City to RATP Dev on or before the 15th day of each month for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement becomes effective or terminates during a calendar month, the fee due RATP Dev shall be prorated on a daily basis.

8. WORK FUNDS

The City shall provide the Transit System with adequate working funds which shall be deposited in a "Regular Operating Checking Account," "Other Special Accounts as Needed," and a "Payroll Account" and which shall be used to pay all payroll, fringe and pension benefit expenses and all other "operating expenses" of the Transit System under procedures and controls adopted by the City. The ownership of said funds will remain with the City.

As used herein, the term "operating expenses" of the Transit System shall mean and include, but not be limited to, all wages, fringe benefits, and pension benefits of all personnel (excluding the RATP Dev Management Team for the Transit System), all applicable payroll and social security taxes in connection with the operation of the Transit System, all rentals, utilities, insurance premiums, deductibles, and claims costs, cost of fuel, supplies and parts, repairs pertaining to the operation of the Transit System. All operating expenses shall be an obligation of, and paid by, the City.

9. EQUIPMENT, FACILITIES AND SERVICES

The City shall furnish necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services, and postage as may be reasonably necessary for the management of the Transit System.

To the extent funds have been allocated for such purposes in the City's Annual Budget, the City further agrees to reimburse CTM for all expenses so eligible under this Agreement.

10. EMPLOYER STATUS

CTM shall be the employer and assume the employment of all employees and all labor and other contractual obligations necessary for the operation of the Transit System. No employees of CTM or RATP Dev shall be considered employees of City for any purpose.

11. FINANCIAL ACCOUNTING AND REPORTING

Revenues derived from the operation of the Transit System, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the absolute property of the City. RATP Dev on behalf of the City, shall receive, collect, and deposit all the aforesaid revenue collected in its operations in the manner directed by the City. The handling and treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by the City. Deposits shall be held in institutions with federal depository insurance with a minimum collateral level of 102%. Investments shall be in accordance with the City's Investment Policy.

The City shall provide an accounting system to be utilized by RATP Dev to keep and maintain the books and records of the operation of the Transit System in accordance with generally accepted accounting principles. The City shall provide to RATP Dev specific requirements necessary to manage and analyze the operations of CTM. RATP Dev shall render and certify to the City such full and complete monthly, annual, or other operating reports and financial statements as the City shall reasonably require. Said operating reports and financial statements shall include Project Budget Current Month, Project Budget Year-to-Date, Statement of Revenues and Expenses, Statement of Operating Expenses, Trial Balance, Balance Sheet, and other related information as the City may reasonably require. RATP Dev shall provide to the City special reports for grants and capital projects.

RATP Dev shall comply with all cost principles of the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" and the compliance requirements of the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Some of these requirements include but are not limited to allowable costs/cost principles, cash management, Davis-Bacon Act, equipment and real property management, period of availability of federal funds and subrecipient monitoring.

12. TITLE TO PROPERTY

All real estate, buildings, equipment, buses, motor vehicles, and all materials and supplies reasonably necessary for the operation of the Transit System shall be furnished by the City and shall remain the property of the City. All property of any type either real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall, upon prior written approval of the City, be acquired at the City's expense and shall become the sole property of the City.

RATP Dev agrees to exercise due diligence in maintaining all facilities, structures, fuel line and tanks provided for use in the daily operation of the transit system. RATP Dev agrees to compile and submit all regulatory filings and reports required by the local, state or federal government for the operation of said facilities.

13. PURCHASING

RATP Dev shall advise the City in writing of all capital equipment, goods, and services needed for use in the operation of the Transit System, the cost of which would require an expenditure of more than \$25,000. RATP Dev shall make recommendations as to type and quantity of equipment, goods, and services to be obtained, and procurement, if any, for the purchase of said goods or services shall be made under the supervision of the City Purchasing Department, and pursuant to the City's purchasing policy.

14. AUDIT AND INSPECTION OF RECORDS

RATP Dev shall permit the authorized representatives of the City to inspect and audit all data and records of RATP Dev and CTM. To the extent that federal or state funds are involved,

the right to inspection and audit shall extend to authorized representatives of the United States Department of Transportation, the Comptroller General of the United States, and applicable state offices, if any.

15. BUDGETS AND PROJECTIONS: FARES AND SCHEDULES

RATP Dev agrees to prepare or assist in the preparation of the necessary annual budgets and projections as may be required by the City, and agrees to furnish periodic reports and recommendations to the City relating to service extensions, route planning, and service policies.

16. COMPENSATION OF GENERAL MANAGER

RATP Dev shall be solely responsible for the compensation of the General Manager.

17. THIRD PARTY LIABILITY

RATP DEV SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "CITY") FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIMS, DAMAGE OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, THE MANAGEMENT OR OPERATION OF THE TRANSIT SYSTEM AND OTHER CITY OPERATIONS IN ANY WAY ASSOCIATED WITH THIS CONTRACT, CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF RATP DEV OR ITS AGENTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT RATP DEV WILL HAVE NO OBLIGATION TO INDEMNIFY THE CITY FOR CRIMINAL PENALTIES OR FRAUD SOLELY COMMITTED BY CITY OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES. AS A WHOLLY-OWNED SUBSIDIARY OF RATP DEV, CTM MAY RESPOND ON RATP DEV'S BEHALF FOR ANY SUCH LOSS, LIABILITY, CLAIM, DAMAGE, OR EXPENSE IN WHICH RATP DEV IS NAMED. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

18. INSURANCE AND FIDELITY BOND

RATP Dev shall procure and carry throughout the life of this contract insurance protection hereinafter specified, in form and substance satisfactory to the City, covering all operations in connection with this contract, whether performed by RATP Dev subcontractor, agents, or third parties. A Certificate

of Insurance specifying each and all coverage shall be submitted to City prior to the execution of this contract. Certificates of insurance shall be prepared and executed by the company or its authorized agent and shall contain provisions representing and warranting that the insurance forms have been approved by the Texas State Board of Insurance. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided thirty (30) days in advance of cancellation or change.

- (a) Professional Liability Insurance. RATP Dev shall have professional liability insurance with a minimum of one million dollars (\$1,000,000.00) combined single limit in the aggregate and per occurrence. The policy shall contain cross liability and severability clauses. The City shall be named as a certificate holder in such policy.
- (b) Worker's Compensation and Employer's Liability Insurance. RATP Dev shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, RATP Dev shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that RATP Dev maintains said coverage. Any termination of worker's compensation insurance coverage by RATP Dev or any cancellation or non-renewal of worker's compensation insurance coverage for RATP Dev shall be a material breach of this Contract.

RATP Dev shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to RATP Dev prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

RATP Dev at its sole cost and expense, shall furnish to the City all necessary fidelity and surety bonds to protect, save whole and harmless, and indemnify the City from and against dishonesty, fraud or theft occasioned by any officer or employee of RATP Dev. Coverage of each such employee shall be in the amount of no less than Fifty Thousand Dollars (\$50,000.00).

B. RATP DEV SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD THE CITY, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIMS, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES), RESULTING FROM OR ARISING OUT OF RATP DEV'S FAILURE TO FURNISH AND MAINTAIN THE INSURANCE POLICIES REQUIRED BY THIS AGREEMENT.

IN THE EVENT OF ANY SUCH FAILURE, THE CITY MAY, AT ITS SOLE OPTION, FURNISH SUCH POLICY OR POLICIES WITHOUT PREJUDICE TO ANY OTHER REMEDY THE CITY MAY HAVE. THE COST AND EXPENSE OF FURNISHING AND MAINTAINING SUCH POLICY OR POLICIES SHALL BE DEEMED AN OPERATING EXPENSE OF THE TRANSIT SYSTEM PAYABLE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO CRIMINAL PENALTIES OR FRAUD COMMITTED BY THE CITY'S AGENTS OR EMPLOYEES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- C. CTM shall procure and carry throughout the life of this contract insurance protection hereinafter specified, in form and substance satisfactory to the City, covering all operations in connection with this contract, whether performed by CTM, subcontractor, agents, or third parties. The cost of carrying such insurance shall be an operating expense payable by the City to CTM. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided at least thirty (30) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right of subrogation against the City.
 - (a) Commercial General Liability Insurance. CTM shall have commercial liability insurance with a minimum of one million dollars (\$1,000,000.00) combined single limit in the aggregate and per occurrence. The policy shall contain cross liability and severability clauses. The City shall be named as the additional insured in such policy.
 - (b) Comprehensive Automobile Liability Insurance. CTM shall obtain comprehensive automobile liability insurance, with limits of not less than bodily/property damage of one million dollars (\$1,000,000.00) combined single limit to include all owned, non-owned, hired, or scheduled vehicles. The City shall be named as the additional insured in such policy.
 - (c) Property Damage Liability Insurance. CTM shall obtain a property damage liability insurance policy naming the City as insured, in the amount of, for bodily injuries, including accidental death and/or property damage, five hundred thousand dollars (\$500,000.00) combined single limit.

- (d) Excess Liability Insurance. CTM shall obtain excess liability insurance (Umbrella Form) naming the City as an additional insured, in the amount of one million dollars (\$1,000,000.00) per occurrence.
- (e) Worker's Compensation and Employer's Liability Insurance. CTM shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, CTM shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that CTM maintains said coverage. Any termination of worker's compensation insurance coverage by CTM or any cancellation or non-renewal of worker's compensation insurance coverage for CTM shall be a material breach of this Contract.

CTM shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to CTM, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

CTM employees shall be covered by a blanket fidelity bond, the premium for which shall be considered as an operating expense.

The above-mentioned coverages may be modified at the request of the City of Lubbock on 30 days notice.

CTM, at its sole cost and expense, shall furnish to the City all necessary fidelity and surety bonds to protect, save whole and harmless, and indemnify the City from and against dishonesty, fraud or theft occasioned by any officer or employee of CTM. Coverage of each such employee shall be in the amount of no less than Fifty Thousand Dollars (\$50,000.00).

D. CTM SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD THE CITY, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIMS, DAMAGE, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES), RESULTING FROM OR ARISING OUT OF THE CTM'S FAILURE TO FURNISH AND MAINTAIN THE INSURANCE POLICIES REQUIRED BY THIS AGREEMENT. IN THE EVENT OF ANY SUCH FAILURE, THE CITY MAY, AT ITS SOLE OPTION, FURNISH SUCH POLICY OR POLICIES WITHOUT PREJUDICE TO ANY OTHER REMEDY THE CITY MAY HAVE. THE COST AND EXPENSE OF FURNISHING AND MAINTAINING SUCH POLICY OR POLICIES SHALL BE DEEMED AN OPERATING

EXPENSE OF THE TRANSIT SYSTEM PAYABLE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO CRIMINAL PENALTIES OR FRAUD COMMITTED BY THE CITY'S AGENTS OR EMPLOYEES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

19. WAIVER OF SUBROGATION

RATP Dev hereby releases and agrees to indemnify, protect, defend, and hold harmless the City, its agents, representatives, elected officials, and employees from and against any and all liability for loss of, or damage to, properties of RATP Dev. RATP Dev hereby waives on behalf of itself and its insurer(s), any and all rights or subrogation against the City, as defined above. This provision shall survive the termination of this Agreement.

20. FORCE MAJEURE

RATP Dev shall not be liable to for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, pandemic, governmental restrictions, enemy action, civil commotion, unavoidable casualty, availability of fuel or parts, or other similar acts beyond the reasonable control of RATP Dev.

21. NO PERSONAL LIABILITY

No officer, director, elected official, or employee of the City shall be personally liable for the fulfillment of the conditions of this Agreement.

22. DEFAULT

In case of a breach of any material provision hereunder, the nonbreaching party shall give the other party prompt written notice of such breach, setting forth the facts in reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days (or in case of breaches which require a longer period to cure, has failed to commence upon such cure within said period and thereafter to diligently proceed with the same to completion), the nonbreaching party shall have the right to terminate this Agreement without further notice. This Agreement shall also be terminable for cause at the option of the other party if any party is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed

Transit System Management Contract 17282 Page 12 within ninety (90) days; has any of its property attached and fails to remove such attachment within ninety (90) days; becomes insolvent; or, for a period of ninety (90) days, is unable to pay its debts as the same become due, upon ninety (90) days' notice.

23. SECTION 13(c) AGREEMENT

RATP Dev agrees to abide by the terms and conditions of any agreement entered into by the City or its agents or contractors pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, in the performance of its obligations hereunder.

24. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of the City, or of a local public body, during his or her tenure or for one year thereafter, shall have any personal pecuniary interest, direct or indirect, in this Agreement or the benefits thereof.

25. INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

26. NON-DISCRIMINATION

In connection with the carrying out of this Agreement, neither CTM nor RATP Dev shall discriminate against any employee or applicant for employment because of race, creed, color, sex, age, sexual preference, disability or national origin. CTM and RATP Dev will take affirmative action to promote employment and treatment during employment, without regard to race, creed, color, sex, age, sexual preference, disability, or national origin. Such action shall include, but not be limited to the following: employment and promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, other forms of compensation; and selection for training including apprenticeship. The applicable provisions of the Presidential Executive Order 11246, as amended, relating to Equal Employment Opportunity are incorporated by reference herein.

27. SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

Transit System Management Contract 17282

Except as is expressly provided herein, this Agreement is not intended to be a third party beneficiary Agreement and confers no rights on anyone other than the City and RATP Dev.

28. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties.

29. NOTICE

Notice to RATP Dev means notice in writing addressed to RATP Dev's local General Manager at the local address of the Transit System, and to the President and Chief Executive Officer for RATP Dev and delivered to the office of RATP Dev at 300 Throckmorton Street, Suite 670, Fort Worth, Texas, 76102. Notice to the City means notice in writing addressed to Assistant City Manager of Transportation, City of Lubbock, 1314 Avenue K, 11th Floor, Lubbock, Texas 79401, with copy to the City Attorney at the same address.

30. APPLICABLE LAW; VENUE

Subject to all applicable federal law, rules, and regulations, this Agreement shall be governed by the laws of the State of Texas. RATP Dev agrees to include all provisions required to be included by state or federal law, rule, or regulation, in any agreement or contract into which it enters under the authority granted in this Agreement, or otherwise on behalf of, or in connection with services rendered to, the City of Lubbock, including but not limited to all contracts with subcontractors. RATP Dev acknowledges and agrees that it shall be solely and exclusively responsible for inclusion of said provisions, and that those provisions accurately reflect current law.

RATP Dev hereby acknowledges and agrees that it shall comply with all terms and conditions of Federal Transit Administration grant contracts between the United States and the City of Lubbock, the City of Lubbock's applications, assurances, and all other applicable federal, state, or local laws, regulations and ordinances which may apply in carrying out its obligations under this Agreement, including, but not limited to, all certifications required through the Federal Transit Administration standard assurances contract provisions, which are hereby incorporated by reference as though fully set forth herein.

Transit System Management Contract 17282 Page 14 Venue for any action arising from, out of, or in relation to this Agreement, or otherwise in connection with the obligations of the parties hereto, shall lie exclusively in Lubbock County. Texas.

31. CLEAN AIR AND WATER ACTS

RATP Dev shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 50B of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. RATP Dev shall report all violations to Urban Mass Transportation Administration (UMTA) and to the United States Environmental Protection Agency (USEPA) Assistant Administrator for Enforcement (EN-329).

32. CONSERVATION

RATP Dev shall recognize and comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq..).

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

Transit System Management Contract 17282 Page 15 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF LUBBOCK	RATP Dev USA, Inc. Docustigned by: Matt Booturbaugh 8/8/2023
TRAY PAYNE, MAYOR	Matt Booterbaugh, Deputy CEO
ATTEST:	ATTEST:
Courtney Paz, City Secretary	Mark Millan (VP, Commercial Development
APPROVED AS TO CONTENT	
Bill Howeron, Deputy City Manager	

Assistance ity Attorney



Purchasing and Contract Management RFP 23-17282-MA - Transit Management Services Project Summary

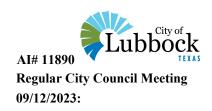
Notice was published on the Lubbock Avalanche Journal April 23, 2023 thru April 30, 2023. Notice was published on the Purchasing Web Site under Bid Opportunities. Notice was published on the State of Texas Electronic State Business Daily. Notice was published on Bonfire.com from April 21, 2023 thru May 25, 2023. 25 Vendors downloaded the documents using Bonfire.com.

- 3 Vendor were notified separately.
- 1 Vendor submitted a proposal.



RFP 23-17282-MA - Transit Management System Scoring Summary

	Total	Proposer's understanding of the project	Proposer's experience and qualifications	Cost of the services	6.4Proposer's financial capacity
Supplier	/ 100 pts	/ 40 pts	/ 30 pts	/ 20 pts	/ 10 pts
RATP Dev USA, Inc.	93.75	38	28.25	18.75	8.75



Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute FY 2024 Section 5307 Grant, TxDOT URB 2403 (05), Project ID 51309030524, with the Texas Department of Transportation for operating assistance for Citibus.

Item Summary

TxDOT is allocating a Section 5307 grant in the amount of \$655,365 of public transportation funds to the City of Lubbock for operating assistance to maintain its public transportation system (Citibus) for Fiscal Year 2024. The FY 2024 Section 5307 grant is included in the Citibus budget for FY 2024.

Citibus operates public transportation in both a fixed route and demand response service. The routes originate in downtown Lubbock and provide service to various locations throughout the City. All vehicles are accessible to persons with disabilities. The ADA complementary service and the general public OnDemand microtransit service serves origins and destinations within the city limits. All services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, social service agencies, and shopping centers.

The contract is effective from September 1, 2023, or when fully executed by both parties, and shall terminate on August 31, 2024.

TxDOT requires that all grants must be executed electronically.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

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

Attachments

Resolution - TxDOT FY 24 Section 5307 TxDOT FY 24 Section 5307 Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a FY 2024 Section 5307 Grant, TxDOT URB 2403 (05), Project ID 51309030524 with the Texas Department of Transportation for public transportation system (Citibus) operating assistance, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on	
TF	RAY PAYNE, MAYOR
ATTEST:	
	V
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT: Bill Howeron, Deputy City Manager	2
APPROVED AS TO FORM: Mitchell Satterwhite, First Assistant Cit	y Attorney

ccdocs II/RES.Citibus- Sec.5307 Grant Proj 51309030524 August 27, 2023 PGA: PUBLIC TRANSPORTATION - URBAN STATE FUNDS

SUBRECIPIENT: Lubbock, City of

FAIN: N/A CFDA #:

TXDOT PROJECT #: URB 2403 (05) PROJECT ID #: 51309030524

MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046

NOT RESEARCH AND DEVELOPMENT

URBANIZED AREA: Lubbock

GH5 H9 'C: 'H9 L5 G'''''

7CI BHM'C: 'HF5J=G'''''Ÿ

URBAN STATE PROGRAM FISCAL YEAR 2024 PROJECT GRANT AGREEMENT

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

WITNESSETH

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

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2024 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116511; and,

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

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2023, whichever is later. This PGA shall remain in effect until 08/31/2024, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A Approved Project Description, and the Attachment B Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$655,365 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

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

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

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

ARTICLE 6. SIGNATORY WARRANTY

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

ARTICLE 7. ACCESS TO INFORMATION

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

THIS AGREEMENT IS EXECUTED by the State and	the Subrecipient in duplicate.
THE SUBRECIPIENT	
Signature	
Title	
Date	
THE STATE OF TEXAS	
Signature	
Public Transportation Coordinator	
Title	•
Date	
<u>List of Attachments</u>	

B - Project Budget

A - Approved Project Description

ATTACHMENT A APPROVED PROJECT DESCRIPTION

As presented in the City of Lubbock's FY24 Grant Application, the City will provide public transportation within the urban transit district service area. The City will provide fixed route public transportation with ADA complementary paratransit service and demand response services within the urbanized area of Lubbock.

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

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

TxDOT¢s Public Transportation Division¢s (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 of the Master Grant Agreement.

ATTACHMENT B PROJECT BUDGET

#	Description	Fuel Type		Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Operating - 30.09.01			\$655,365				\$655,365			0
	_		Totals:	\$655,365	\$0	\$0	\$0	\$655,365			0

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the City Council to reject any and all bids received for the Citizen's Tower Landscape Maintenance Project.

Item Summary

ITB 23-17458-DH was the bid issued for landscape maintenance including mowing, litter pick-up, flowerbed care, and other tasks for Citizens Tower, Municipal Court, and the City Utilities Building.

The sole bid was received from Flatland Provisions LLC, of Shallowater, Texas, for \$65,860.

The bid specifications for the ITB did not include the future Lubbock Police Department Headquarter Building (PDHQ) landscape maintenance plan. Therefore, staff recommends that the City Council reject any and all bids submitted for ITB 23-17485-DH. Staff will work to add in specifications for the future PDHQ landscaped areas with the intention of rebidding at a later date. The Parks and Recreation Department will continue to maintain the grounds until a contract is awarded.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Draft Tab
Project Summary Sheet

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 Ground Maintenance and Site Cleanliness of City Properties, pursuant to ITB 23-17458-DH and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on		
	TRAY PAYNE, MAYOR	
ATTEST:		
Courtney Paz, City Secretary		
APPROVED AS TO CONTENT:		
Brooke Witcher, Assistant City Manager		
APPROVED AS TO FORM:		
Rachael Foster, Assistant City Attorney		

ccdocs/RES.Rejection of Bids- ITB 23-17458-DH 8.24.23

City of Lubbock ITB 23-17458-DH Ground Maintenance and Site Cleanliness of City Properties Draft Tab

		Location Flatland Provisions L Shallowater, TX Total \$65,860.00		
		Annual		
		Maintenance	Unit	Total
#	Item Description	Cycles (+/-)	Price	Cost
1				
#1-1	Trash/Litter Removal - Every 7 Days	52	\$55.00	\$2,860.00
#1-2	Mutt Mitt Stations Refill - Every 7 days	52	\$50.00	\$2,600.00
#1-3	Turf Maintenance - Every 7 Days (March-October)	32	\$450.00	\$14,400.00
#1-4	Overseeding - Once a Year	1	\$3,250.00	\$3,250.00
#1-5	Planting/Bed Maintenance - Every 15 Days (November - February)	10	\$75.00	\$750.00
#1-6	Planting/Bed Maintenance - Every 7 Days (March - October)	32	\$150.00	\$4,800.00
#1-7	Woody Plant Maintenance - Every 30 Days (November-Feb)	4	\$100.00	\$400.00
#1-8	Woody Plant Maintenance - Every 30 Days (March-October)	8	\$150.00	\$1,200.00
#1-9	Irrigation Maintenance - Every 30 Days (November-Feb)	4	\$100.00	\$400.00
#1-10	Irrigation Maintenance - Every 30 Days (March-October)	8	\$125.00	\$1,000.00
#1-11	Hardscape Maintenance -Every 30 days	12	\$1,400.00	\$16,800.00
#1-12	Chemical Controls	3	\$2,500.00	\$7,500.00
#1-13	Fertilizer - "Mar/April June/July November" (Per Year)	3	\$2,500.00	\$7,500.00
#1-14	Lighting Maintenance - Every 30 Days	12	\$200.00	\$2,400.00

^{*}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.



Purchasing and Contract Management

Project Summary

ITB 23-17458-DH Ground Maintenance and Site Cleanliness of City Properties

Notice was published in the Lubbock Avalanche Journal on July 19 & July 26, 2023. 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 July 18 to August 08, 2023.

- 3 individuals attended the pre-bid meeting.
- 40 vendors downloaded the documents using Bonfire.com.
- 20 vendors were notified separately.
- 1 vendor submitted a bid.



Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33100048, with Dell Marketing LP, for the purchase of Dell Power Scale Data Storage systems to replace existing data storage infrastructure and provide additional data storage capacity.

Item Summary

The purchase of the Power Scale Chassis, Switches, and Licenses, will replace existing systems that are at, or approaching end of service life. The purchase will also provide additional data storage capacity to support the growing City of Lubbock network. The purchase of the Power Scale products will enhance information security, system redundancy, performance and reliability, and is expandable in the future with other Dell data storage products.

The purchase of the Data Center hardware for the Power Scale is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$665,967.63 for the Dell Power Scale Chassis, Switches, and Licenses is funded in the FY22-23 Information Technology and Telecommunications Operating Budgets and Capital Improvement Project 92754- Cybersecurity Infrastructure.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager James C. Brown, Chief Information Officer

Attachments

Resolution - Dell PO for Data Storage PO 33100048 DELL REQ 60688 (e)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33100048 by and between the City of Lubbock and Dell Marketing, LP, for purchase of Dell Power Scale Data Storage Systems per DIR-TSO-3763, 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:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Brooke Witcher, Assistant City Manager	
APPROVED AS TO FORM: Mitchell Satterwhite, First Assistant City At	torney

ccdocsII/RES.Dell Marketing, LP-PurchaseOrd August 31, 2023



PURCHASE ORDER

Page

8/30/2023

Date

33100048 000 OP Order Number

Branch/Plant

92754

SHIP TO:

CITY OF LUBBOCK

INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT

LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK

ACCOUNTS PAYABLE P.O. BOX 2000 LUBBOCK, TX 79457

DELL MARKETING LP

ROUND ROCK TX 78682

RR 8 BOX 8706 ONE DELL WAY

Director of Purchasing & Contract Management

Ordered

TO:

8/30/2023

Freight

Requested

9/28/2023

Taken By

D HEATH

Delivery Per J Zhine / Req # 60688

Q#3000158747986.2/DIR-TSO-3763

If you have any questions please contact Jay Zhine at JZhine@mail.ci.lubbock.tx.us or by phone at 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
#3000158747986.2 PwrScale A300	1.000	165,008.5500	EA	165,008.55	9/28/2023
Chassis, Network Switches, PD					
#3000160736955.1 PwrScale A300	1.000	165,008.5500	EA	165,008.55	9/28/2023
Chassis, Netwrk Switches PD II					
#3000160755370.1 PwrScale A300	1.000	218,502.300	EA	223,726.71	9/28/2023
Chassis, Network Switches CH					
#3000160755372.1 PwrScale A300	1.000	68,599.4200	EA	61,987.16	9/28/2023
Chassis, Netwrk Switches CH II					
#3000160755372.1 PwrScale A300	1.000	48,848.8100	EA	50,236.66	9/28/2023
Chassis, Netwrk Switches CH II					
			Tota	l Order	
Terms NET 30 DAYS				665,967.63	

Resolution #_

CITY OF LUBBOCK:	ATTEST:
Tray Payne, Mayor	Courtney Paz, City Secretary



PURCHASE ORDER

Page - 2

Date - 8/30/2023

Order Number 33100048 000 OP

Branch/Plant 92754

TO: DELL MARKETING LP

RR 8 BOX 8706 ONE DELL WAY ROUND ROCK TX 78682 SHIP TO:

CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT

LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK

ACCOUNTS PAYABLE P.O. BOX 2000 LUBBOCK, TX 79457

BY:_

Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/30/2023

Freight

Requested 9/28/2023

Taken By

D HEATH

Delivery Per J Zhine / Req # 60688

O#3000158747986.2/DIR-TSO-3763

INSURANCE REQUIRED:

Automotive Liability: N/A

Commercial General Liability:

\$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Workers Compensation and Employer Liability: N/A

Additional Policies:

Cyber Liability Requirements: \$1M of coverage is

needed for Cyber Liability

Technology Errors and Omissions Requirements: \$1M

of coverage is needed

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

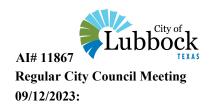
ACCEPTANCE OF THIS PURCHASE ORDER

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.

- 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 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
- 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 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,
- 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/departmentalwebsites/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. Plea send this request to this email address for it to be processed



Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award under the FY2023 Edward Byrne Memorial Justice Grant Program, to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

Item Summary

The purpose of this interlocal agreement with Lubbock County, Texas, is to fund the Lubbock County Joint Enforcement Initiative Program, utilizing \$228,709 awarded from the FY2023 Edward Byrne Memorial Justice Grant Program.

The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, with each receiving \$114,354.50. The Lubbock Police Department (LPD) will manage the grant.

Fiscal Impact

The City's portion of the grant is \$114,354.50 and does not require a local match.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution FY2023 JAG
Agreement FY2023 JAG
FY2023 JAG Budget Detail
FY2023 JAG Budget Narrative
FY2023 JAG Joint Enforcement Initiative

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 and the Lubbock Police Department, an Interlocal Agreement with Lubbock County, Texas, allocating and transferring 50% of the City's award under the FY2023 Edward Byrne Memorial Justice Grant (JAG) Program to Lubbock County, and all related documents. It is anticipated that the City will receive total JAG funds in the amount of \$228,709.00, of which 50%, or \$114,354.50, will be transferred to the County in accordance with the attached Interlocal Agreement. Said Interlocal Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Council.	
Passed by the City Council	il on
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Floyd Mitchell, Chief of Police	
APPROVED AS TO FORM:	
Basle	
Ryan Brooke, Senior Assistant City Attorn	ney

S.\ccdocs\RFS FY2023ByrneGrantInterlocal LubbockCounty doc

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS

FY2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _______, 2023, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$114,354.50 from the JAG award for the FY2023 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM, said amount being 50% of the JAG award to the CITY; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as set forth above.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY 50% of the total JAG funds actually awarded to and received by the CITY. The CITY anticipates receiving a total of \$228,709 in JAG funding, and transferring 50% of that total to the COUNTY, in the anticipated amount of \$114,354.50. Nothing in this agreement obligates the CITY to transfer funds to the COUNTY in any amount in excess of 50% of those JAG funds actually allocated to, and received by, the CITY.

Section 2.

COUNTY agrees to use \$114,354.50 for the FY2023 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITATIVE Program until September 30, 2024.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS	COUNTY OF LUBBOCK, TEXAS		
Tray Payne, Mayor	Curtis Parrish, County Judge		

COUNTRY OF FURDOOF TEXAS

CITY OF LUDBOOK TRY O

ATTEST: ATTEST:	
Courtney Paz, City Secretary	Kelly Pinion, County Clerk
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
Floyd Mitchell, Police Chief	Dan Corbin, Chief Administrator Lubbock County Sheriff's Office
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Ryan Brooke, Senior Assistant City Attorney	Jennifer Irlbeck, Assistant District Attorney Civil Division





FY2023 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE Budget Detail Worksheet

TOTAL AWARD AMOUNT: \$228,709.00
City Of Lubbock Amount: \$114,354.50
County Of Lubbock Amount: \$114,354.50

City Of Lubbock	\$ 114,354.50
Lubbock Police Department — \$104,946.50	
Electronic Citation Equipment and software	\$ 114,354.50

County Of Lubbock	\$ 114,354.50
Lubbock Sheriff's Office — \$ 80,048.15	
Crime Scene Equipment	\$ 42,048.15
Cyber Crimes Equipment	\$ 38,000.00
Lubbock Criminal District Attorney's Office — \$ 34,306.35	
1. Equipment: Mobile Infrastructure Upgrade & Maintenance	\$ 29,052.00
2. Equipment: Digital Video Processing	\$ 5,254.35

FY2023 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

Budget Narrative

Grant #: FY2023 JAG TOTAL AWARD AMOUNT: \$ 228,709.00

City Of Lubbock Amount: \$114,354.50 County Of Lubbock Amount: \$114,354.50

City of Lubbock

1. Lubbock Police Department Equipment

\$ 114,354.50

A. Electronic Citation Equipment and Software

The Lubbock Police Department will continue to outfit all patrol officers with electronic citation writers and software. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

- Electronic Citation Equipment and Software \$ 114,354.50

Lubbock County

1. Sheriff's Office

\$ 80,048.15

A. Crime Scene Equipment

\$ 42,048.15

The Lubbock County Sheriff's Office (LSO) will replace and upgrade crime scene cameras and associated equipment.

-	4 x Nikon D-850 or similar camera	\$13,600
-	4 x Nikon AF-S NIKKOR 300mm f/4E PF ED VR lens	\$9,200
-	16 x Nikon SB-700 Speedlight	\$6,048
-	8 x Nikon D-5600 Camera w/ lens	\$6,400
-	4 x Nikon D-7500 Camera w/ lens	\$6,800

B. Cyber Crimes Equipment

\$ 38,000.00

The Lubbock County Sheriff's Office (LSO) will renew the Gray Key License for the forensic computer software. This is a state-of-the-art forensic access tool that extracts encrypted or inaccessible data from mobile devices.

2. Criminal District Attorney's Office

\$ 34,306.35

A. Maintain and Upgrade Mobile Infrastructure

\$ 29,052.00

The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used are mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade and maintain equipment and infrastructure is necessary.

- 18 x Dell Latitude 7330 Laptops (\$ 1,614.00 each) \$ 29,052.00

B. Digital Video Processing

\$ 5,254.35

Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office, and every D.A. Office in America, is the explosion of digital video. Each case comes with in-car video and the first responders in Lubbock County are also equipped with body cameras. This has more than doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trial. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place is a necessity for today's prosecutor offices. Also, coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is crucial. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- 2 x Dell XPS Desktops (\$ 2,627.17 each)

\$ 5,254.35

C. Note on Pricing and Availability

Prices are estimates based on the current pricing as of July 2023. Models of electronics are current as of July 2023. If these models are no longer available when the grant funds are expended, comparable models may need to be substituted.

O-BJA-2023-171790 Proposal Narrative

2023 LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

The Fiscal Year (FY) 2023 Justice Administration Grant (JAG) local solicitation has determined that the City of Lubbock (COL) and Lubbock County (LC), disparate jurisdictions, are eligible to apply for \$228,709 in funding. A Memorandum of Understanding (MOU) between the disparate jurisdictions, approved by the Lubbock City Council and the Lubbock County Commissioner's Court agrees to distribute the funds equitably. In other words, the COL will be allotted 50% (\$114,354.50) and LC, comprising the Lubbock County Criminal District Attorney's Office and the Lubbock County Sheriff's Office, will be allotted 50% (\$114,354.50).

The City of Lubbock's Accounting Department tracks dozens of grants from several different sources through the use of individual account numbers. Drawdowns and expenditures of all funds from this grant will be tracked using a specific account number assigned to this grant's funds that will differentiate it from all other grants, including other current Department of Justice and federal grants. All required reporting will be conducted through cooperation and coordination between City of Lubbock and Lubbock County personnel responsible for the management of this grant.

Description of the Issue:

A. Lubbock Police Department (LPD)

The LPD will continue to outfit all patrol officers with electronic citation equipment and citation software. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

B. Lubbock Sheriff's Office (LSO)

The LSO Investigation Division continues to maintain, as well as expand, its capabilities in cyber-crimes and crime scene investigations to keep up with the latest technological advances. Technology is advancing so fast that equipment and software for investigators must also advance to keep up with the modern-day criminals already using technology to their advantage.

C. Lubbock Criminal District Attorney (LCDA)

The LCDA continues to upgrade its older mobile infrastructure, multi-media forensics lab, Crash Data Retrieval System and digital video processing capabilities along with necessary training in order to maintain the most technologically advanced prosecutor's office in the region.

Project Design and Implementation:

A. Lubbock Police Department

1. The LPD Patrol Bureau still utilizes hand-written citations for traffic-related enforcement actions. This is quickly becoming an antiquated practice, and industry standards dictate that we begin outfitting officers with electronic citation writers. The adoption of this technology brings with it numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

Traffic-related incidents account for more police officer injuries and deaths than any other type of encounter. The electronic citation writers help to mitigate these risks by allowing officers to quickly collect offender information and issue a digital citation, substantially reducing the amount of time they are exposed to roadside hazards.

Departments across the nation are facing staffing shortages, and the LPD is no exception. By providing our officers with tools to do their jobs more efficiently, we are able to accomplish more with our limited resources. Since traffic enforcement is a core responsibility of patrol officers, automating the process will greatly increase productivity.

The LPD spends countless man hours processing data that is required to be collected from traffic stops. This is not only labor intensive, but introduces the possibility of human error. The deployment of electronic citation writers will automate all functions of data collection and processing, while substantially reducing the possibility of errors.

 Performance measures: Decreases in traffic-related injuries, ticketing errors and data processing time. Increase in traffic enforcement productivity.

B. Lubbock County Sheriff's Office

1. As cybercrimes continue to grow, becoming more advanced with increasing innovations in computer hardware and software technology, law enforcement must respond. The acquisition of modernized computer hardware, software, and related equipment would enhance law enforcement competencies to secure digital evidence for successful investigations and subsequent prosecutions. The goal of the project is to enhance the capabilities of the Cyber Crimes and Crime Scene investigation divisions so that the cases investigated and presented

to the Criminal District Attorney's Office, a stakeholder, lead to more successful prosecutions.

Performance measures: Cybercrime cases along with other cases presented to the Criminal District Attorney's Office would show improvement by way of using the latest technology available to investigators.

C. Lubbock County Criminal District Attorney's Office

- 1. The Lubbock County Criminal District Attorney's Office staffs certified Crash Data Retrieval Technician/Analyst and Crash Data Retrieval System (CDRS) to assist local and state law enforcement agencies in investigating motor vehicle crashes. The CDRS has proven to be an invaluable tool for investigators by supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured and as a result, the maintenance of a current CDRS comes at a considerable cost. The purchase of current software, hardware and tools will insure the future reliability and usefulness of the CDRS. CDRS equipment requires periodic training to keep the technician/analyst certified and current with the system upgrades making training a priority.
 - Performance measures: Maintain and acquire software, hardware, tools
 and training for the CDRS for all supported vehicles into the future.
- The Lubbock County Criminal District Attorney's Office operates a multimedia forensics lab. This unit offers examination of crime related videos and audio files to all Lubbock County law enforcement agencies as well as to

agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.

- Performance measures: Provide and maintain digital media evidence gathering technology to assist law enforcement agencies on the South Plains of Texas.
- 3. The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used is mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade, maintain equipment and infrastructure is necessary.
 - Performance measures: Upgrade and maintain technological efficiency in prosecuting cases in Lubbock County.
- 4. Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office is the upsurge of digital video evidence. Each case now comes with in-car video and the majority of law enforcement in Lubbock County are now equipped with body cameras. This has doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trials. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or

redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place to accomplish this in a timely and efficient manner is a necessity for today's prosecuting offices. Coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is critical. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

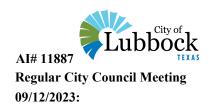
 Performance measures: Continue to obtain proper equipment and software needing to stay abreast of digital video issues in trial and to coordinate with local agencies as they obtain new video systems.

Capabilities and Competencies:

The LPD, LSO and LCDA not only coordinate their efforts to achieve a more capable and efficient criminal justice system, but do so with many Federal and State agencies, educational institutions, regional law enforcement agencies and community stakeholders as well.

Plan for Collecting the Required Data:

Performance measurement goals, objectives, evaluations and deliverables will be collected through communication and coordination with all grantees.



Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the City Manager, to apply for and execute an agreement with the State of Texas, Rifle-Resistant Body Armor Grant Program, to fund rifle resistant body armor for the Lubbock Police Department.

Item Summary

This agreement grants permission to the City of Lubbock Police Department to apply for this grant and for the City Manager to execute this grant of \$39,096.00 from the State of Texas Office of the Governor. The Lubbock Police Department will manage this grant.

If awarded, the grant funding will allow LPD to purchase Rifle Resistant Body Armor.

<u>Angel Armor Model Designation:</u> Truth 308S ICW RISE, Ultra Premium, Male, Level III ICW Armor System.

NIJ Standard: 0101.06 compliant.

This grant of \$39,096 will provide funding to equip 24 of the LPD's patrol officers, to include ancillary units who actively support patrol functions and responsibilities.

Fiscal Impact

If approved the State could provide the Lubbock Police Department with up to \$39,096 to fund the above described projects. This grant will not require a local match. Approximately \$500 or less of shipping costs may have to be covered outside the grant funds.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution-Rifle-Resistant Body Armor FY2023 Narrative: Rifle-Resistant Body Armor FY2023

Angel Armor Quote 7312

RESOLUTION

WHEREAS, the City Council of the City of Lubbock finds it to be in the best interest of the health, safety and welfare of the citizens of the City of Lubbock ("City") to participate and pursue funding through the State of Texas, Office of the Governor's Rifle-Resistant Body Armor Grant Program for FY2023; and

WHEREAS, the City Council of the City of Lubbock agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council of the City of Lubbock designates W. Jarrett Atkinson, City Manager, as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; NOW THEREFORE,

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

THAT that the City Council of the City of Lubbock hereby approves the submission of the grant application for the Rifle-Resistant Body Armor Grant Program for FY2023 to the Office of the Governor, and all related documents. Said Application 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 grant to the City Manager for the City of Lubbock.

Passed by the City Council on	•
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	

APPROVED AS TO CONTENT:

Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES.LPD Body Armor-Office of the Governor Grant Application 7.28.23



Office of the Governor, Public Safety Office Criminal Justice Division

Funding Announcement: Rifle-Resistant Body

Armor Grant Program, FY2023

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available \$5M for FY2023.

Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available https://eGrants.gov.texas.gov.

Key Dates

Action	Date		
Funding Announcement Release	12/13/2021		
Online System Opening Date	12/13/2021		
Final Date to Submit and Certify an Application	02/10/2022 at 5:00PM CST		
Earliest Project Start Date	09/01/2022		

Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12 month project period.

Funding Levels

Minimum: None Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (<u>TxGMS</u>), <u>Federal Uniform Grant Guidance</u>, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See <u>"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"</u> for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (<u>Active Standard ASTM E3003</u>). The <u>Personal Armor Fit Assessment checklist</u>, is excerpted from ASTM E3003.

Eligibility Requirements

- 1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the <u>Cybersecurity Training Certification for State and Local Governments</u>. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources <u>Statewide Cybersecurity Awareness Training</u> page.
- 2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
 - Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.
- 3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texasmandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
- 4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of

Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement
Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

- 5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).
- 6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the <u>Guide to Grants</u> or any of the following unallowable costs:

- Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
- Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



Customer Quote

Quote #	QUO7312
Quote Date	8/2/2023
Expires:	9/1/2023

BB - Brian Brown (970) 631-2035

SB12 - Grant

Bill To	SI
Lubbock Police Department 916 Texas Ave Lubbock TX 79401 United States	91 Lu Ur

Ship To	
Lubbock Police Department 916 Texas Ave Lubbock TX 79401 United States	

Part Number	Description	Qty	Unit Price	Amount
01-00450-01	RSC, IIIA Ultra Premium	24	998.00	23,952.00
	Any vest that has a size surcharge will be covered by the department on a separate quote			
01-00508	TRUTH 308 STANDARD, AAS301 ICW RISE, ULTRA PREMIUM, MALE, IIIA, 8X10 SC	24	300.00	7,200.00
01-00507	TRUTH 308 STANDARD, AAS301 ICW RISE, ULTRA PREMIUM, MALE, IIIA, 8X10 FC	24	300.00	7,200.00
S&H	Shipping and Handling	1	0.00	0.00
	Will be covered by the department if not covered by SB-12 Grant			

 Subtotal
 38,352.00

 Shipping Cost (UPS® Ground)
 994.04

 Total
 \$39,346.04

Accounts Payable		
Email:		
Phone Number:		
I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/		
Signature:Date:	<u> </u>	

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute that certain Sixth Amendment to Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc. (TMG) for the Statement of Work (SOW) to identify and display initial analysis of production issues reported to TMG.

Item Summary

LP&L selected TMG in June 2018 to provide professional services related to the Program. The Program consists of the Advanced Metering Infrastructure (AMI), Customer Information System (CIS), Meter Data Management (MDM) and the Mobile Workforce Management (MWFM) Systems.

The original plan was to complete the overall Program, including post go-live activities as of May 2021. However, the City of Lubbock Utilities (COLU) has identified multiple tasks where additional assistance and services are required to complete the Program. The flooding and subsequent relocation of the COLU staff, as well as the loss of key employees, directly contributed to tasks not being completed by the original proposed date.

The additional requested services support the completion of the Program to identify and display initial analysis of production issues reported to TMG. The issues identified as fixed but not closed and other issues still outstanding, require further analysis, configuration and coding, and testing and support, for Utility System Support (USS) to move the corrections to the production environment. TMG will provide the support required to correct the requested production "bugs" and will assist LP&L in testing the corrections in the LP&L-designated environment and migrate the corrections to the production environment. As each "bug" is completed, documentation will be provided showing the configuration required along with test case screen shots of the TMG testing. This documentation will be transferred to the LP&L USS group and will serve as the instructional guidelines for LP&L testing.

Fiscal Impact

The amendment to the existing PSA for the SOW with TMG, increases the agreement with a "not to exceed" amount of \$187,300. Funds are available in Cost Center 7512 (Customer Information Systems) for this purpose.

Staff/Board Recommending

Joel Ivy, Executive Director of Electric Utilities Electric Utility Board

5.45 Adobe11893_TMG_AMI_6th_Amendment_8.15.2023 (5) Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated effective June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG"), to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement as regards certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended:

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R00030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term and modify the not-to-exceed amount provided in the Original Agreement;

WHEREAS, the Original Agreement, as amended, is in need of further amendment to provide for additional hours for additional work to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for such matters; and

WHEREAS, the City Council of the City of Lubbock desires to authorize the execution of the Sixth Amendment to TMG Advisory Services Professional Services Agreement by the Mayor of the City of Lubbock. NOW, THEREFORE:

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, that certain Sixth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council this	_ day of September, 2023.
ATTEST:	TRAY PAYNE, Mayor
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Joel Ivy, Chief Administrative Officer, I	LP&L
APPROVED AS TO FORM:	
Carolyn Shellman, Interim General Coun	sel, LP&L

SIXTH AMENDMENT to PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment to Professional Services Agreement ("Sixth Amendment to Professional Services Agreement"), is entered into this 16 day of Avg, 2023, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light ("LP&L"), and TMG Utility Advisory Services, Inc. ("TMG").

WITNESSETH

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG") to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the "Activities" or "Services") as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated January 11, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, TMG and LP&L have determined that additional time and compensation are needed to complete the Services, related to providing consultation on various bug fixes in the live system;

WHEREAS, Consultant and LP&L now desire to enter into this Agreement, as amended, providing for such additional time and an increase into the Not to Exceed ("NTE") amount by one hundred eighty seven thousand three hundred and NO/dollars (\$187,300);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and Consultant agree as follows:

1. Article II, Services and Compensation, Section C, is deleted in its entirety and hereby

replaced with the following:

"Except as provided below, the total sum to be paid hereunder shall not exceed, in any

circumstance, the sum of six million six hundred seventy nine thousand one hundred

twenty six and NO/dollars (\$6,679,126)."

2. Exhibit A to the Original Agreement is hereby amended to add the additional cost table,

identified in Exhibit 5 of this Sixth Amendment.

3. Except as amended hereby, the terms and conditions of the Original Agreement, as

amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Professional

Services Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK, acting by and through

Lubbock Power & Light

Joel Wy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

Carolyn Shellman, LP&L Interim General Counsel

TMG Utility Advisory Services, Inc.

Mario Bawr

By: CEO³⁸⁶

Exhibit 5 Statement of Work





TMG Consulting 388 Feathergrass Drive Buda TX 78610 512-993-6331



FOR LP&L

CCS Production Issues





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TMG Consulting 388 Feathergrass Drive Buda TX 78610 512-993-6331

Summary of Business Need

The purpose of this Statement of Work (SOW) is to identify and display initial analysis of production issues reported to TMG. TMG staff have estimated both the issues identified as fixed but not closed and issues that are still outstanding and require further analysis, configuration and/or code, testing and support for USS to move the corrections to the Production environment. These services have been requested by the City of Lubbock, Texas, acting by and through Lubbock Power & Light ("LP&L"), and will be delivered by TMG Utility Advisory Services, Inc. DBA TMG Consulting, a Texas corporation ("TMG" or "Consultant").

Scope of Work/Services

TMG will provide the skills required to correct the requested Production "bugs" and support LP&L in testing the corrections in the LP&L-designated environment and finally, migrating the corrections to the Production environment. TMG will provide, with each bug corrected, a document showing the configuration required and test case screen shots of the TMG testing. These documents will serve as guides for LP&L testing as well as Knowledge Transfer to the LP&L USS group.

1. Project Management

TMG will provide a Project Manager that will provide project oversight and direction during this Statement of Work. The TMG Project Manager will monitor the tasks and activities assigned to TMG and provide leadership, management, and industry/product expertise.

Project Management Activities will include but will not be limited to:

- 1. Detailed project planning and project auditing
- 2. Scheduling
- 3. Monitoring progress against tasks and hours
- 4. Weekly progress reports including task, resource and hours expended
- 5. Formal and informal communication on all relevant events
- 6. Manage and document issues and resolution activities.
- 7. Provide project advice and recommendations throughout

2. Functional and Technical Expertise

TMG will utilize both on-shore and off-shore resources to resolve the issues detailed below. The staff allocated to this effort will be TMG staff that worked on the LP&L previous SOWs and are knowledgeable in current configuration and customizations.

TMG will provide:

- 1. Design documents that include any configuration, code, or business process change
- 2. Test Cases with test results for each issue
- Migration objects that will enable LP&L to transport the correction to an LP&L-designated environment.
- 4. Support LP&L as they complete pre-production testing.



TMG Consulting 388 Feathergrass Drive 8uda TX 78610 512-993-6331

Production Bug Initial Analysis

Alrea	Already Completed Bugs - Hours for Testing \$ 16,800.0			\$ 16,800.00
Bug 024	33323	Bug Unauthorized Consumption To Do's and FA-IMD	Lubbock wants notification of consumption on an "unauthorized SP." VEE Rule "Inactive Measurement Check" can be configured to do this, report has also been created for checking Unassociated Electric Meters with consumption (already completed - will be implemented as part of Project CMA CM-55121-VEE_Electric_20221208.cma)	
Bug 064	38438	Billing Issue: Estimated Read used in the Previous Bill but the next Bill receives good read	Franco/TMG to configure settings for the Final Replacement VEE rule in order to limit the number of UT correction processor activity that the system creates on these instances where a regular read replaces the estimated read that was used on billing.	
Bug 109	35298	Change Request: Write Off/Bad Debt transactions hitting wrong GL accounts	Update configurations for Write off/bad Debt, configuring which GL accounts they go to.	
Bug 117	38440	Adjust IA if the Premise Type and SP do not match	IA update	
Bug 84	34141	Severance activity is not starting for some accounts/SAs.	Issue resolved per bug	
Bug 93	34566	To Do Error: Payment Arrang. request monitor error" There were 2 existing elements found matching"	Error when withdrawing PA on certain accounts, SR already created? SR 3-30544633541: Payment Arrangement Request Encountered Error, seems to only be for 3 accounts Need Oracle to fix this (SR)	
Bug 98	35224	Device Events: System discarded Consumer Leak Detected	Configuration change for creating an FA on leak detection, already completed?	
Bug 986		22B SOM Activities (Reconnects, Enable, Back to Backs) Not Working	Oracle Bug Fix (Closed) - Per Crystal	
Bug 990		System does not Break PA during Collection process. Trying to send PA SA to write off.	Franco already provided solution, checking to see if this is a different issue	





TMG to Correct and Test Bugs \$ 17			\$ 170,500.00	
Bug 26	34393	Config: Change duplex billing calc to match Comm config	Adjust Residential Duplex billing calculation to match commercial billing calculation, new calculation rules were added but calculation is still not what they expected. Residential duplex calculation is too much, calculation rules need to be reconfigured	
Bug 67	29830	Outage to be added to D1-SIMTD service issue monitor requiring approval	Configuration change for D1-SIMTD, adding outage	
Bug 946		Adjustment to clear escheatment account	Creation of an adjustment, ""I need and adjustment created so that I can clear off the escheatment account to zero before we start the process for this fiscal year. I need this adjustment to have no GL affect	
Bug 91	44161	Attaching Endpoints – OR 525 -Endpoint Disposition not updating when install is complete	Screen goes blank when attaching water endpoints, have to cancel/retry several times, and happens randomly/not a consistently reproducible bug	
Bug 095	34825	LPC compounding on active and inactive accounts	Modification of LPC Algorithm, main issue was resolved however there are still late payment charges on inactive accounts. Lubbock would like late payment charges only once after the final bill. Also, LPC is being overcharged for water, ww, sw, and stormwater (over 5%) on active accounts for month 3+	
Bug 20		LOC: Letter of Credit from web does not display the correct # of Late Fees	Letter of Credit "does not display the correct number of late fees." The bug appears to be created because Lubbock wants a letter based on the Account level, rather than SA level (if the account has 2 electric SAs, 2 water SAs, and the account gets a late payment charge, only 1 letter should be made (?) rather than 4)	
Bug 23	33305	Cut for non-Pay creates another FA when meter status is left on (Levy Fee)	Cut for non-pay creates another FA when the meter is left on, but the actual root issue is kind of confusing	
Bug 33	35290	Completion Events: status Completed failed by Enter plug-in)D1- TRANPBRO-20	The issue with 16s meters, an error occurs when changing out the meter "transition from status Create Completion Events to status Completed failed by Enter plug-in (D1-TranPRBO) -20	
Bug 41	43950	CCS not sending information for Water outbound communication SIO	CCS/OFS issue, CCS not sending information for "water outbound communication," example shows this during an "investigate water" meter FA	





Bug	-	D1-WTTMOUTEX Error		
Bug 1055		Eliminate Service Task SIO for Outage Activity Type		
Bug 71	33324	Completion Event on Remote Disconnect for Failed Jobs	CCS sends remote disconnect to Itron, the job fails on the Itron side (the meter did not respond in the time allotted,) the meter may or may not have actually disconnected, CCS processes the completion event was successful and transitions the meter to disconnected. CCS should not transition the completion event to successful if ITRON times out.	
Bug 991		Available Severance	"Due to SOM not working" SQL query that Lubbock uses for severance appears to not be pulling in all the severances that they are expecting, which is used to determine their "daily throttle setting." The belief that "the Severance Process on all of the activities (activities that aren't showing up) show an Event of "Awaiting Field Activity, Disconnect service for non-payment"	
Bug 75	33563	Create: Customer contact for stopped SAs due to FBC	CC and FA were created however Lubbock states in the bug that the FA (BO-FBC) should be automatically generated during a severance process. Also, the latest test showed errors related to Read Sequence and outbound response errors but I think that was due to the test environment	
Bug 72	33326	Remote Connect does not fail over to a Field Activity	Back-to-Back on a Water SP, when it is unable to get a read after 3 tries, a meter read FA should be created	
Bug 45	33336	Field Activity creates a duplicate FA if the meter state doesn't change for CNP	Duplicate FA is created that requires manual completion on some FAs where meter state doesn't change	
Bug 428		Configuration Change - Cust of non-pay remote activity- Business Hours of the Activity	Cut of non-pay remote activity, the Business Hours of the Activity (bottom left corner on one of the screens) it has the hours of 0900 to 1500 hours. Because of this restriction, I would like to explore the question as to whether or not this is causing cuts that are released through the throttle but have not been picked up by the 15 minute job, to go into activity error and do not go to the meter until the following day	



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Location of Work

The location of the work will be performed remotely but support will be provided onsite, as needed. TMG will be located where space permits when onsite at LP&L and will require access to a workspace/conference room and Internet access.

Period of Performance

The project is scheduled from approximately July 2023 through March 2024.

Assumptions

This section identifies the assumptions upon which the plan and timeline have been established.

- LP&L personnel are available as required to provide input and migrate bug corrections to ensure that the project progresses according to the timeline.
- Access to LP&L environment and software will be granted as necessary to perform the work.
- LP&L will provide Internet access, phone access to contact LP&L employees as required for meetings and questions, meeting space for required meetings and office space.
- TMG will review and follow LP&L's security policy and procedures, which will be provided to TMG at the start of the project.

Risks

Throughout the execution of this SOW, TMG will identify risks, issues, and concerns in status reports to LP&L designated resources. Although none are expected, if any material risks to the project develop or any assumptions become invalid, TMG will provide timely notification to LP&L. If appropriate, a change request will be negotiated with LP&L to address the material risk.

Texas Government Code Compliance

To the extent Chapter 2274, Texas Government Code applies to this agreement, TMG represents and warrants that it is not, and during the term of this agreement will not be (1) owned by or the majority of stock or other ownership interest of TMG will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code. TMG warrants and represents that this agreement with TMG therefore does not and will not violate Texas Government Code Section 2274.0101, et seq.

Non-Boycott of Energy Companies. TMG hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement.

Non-Discrimination against Firearm Entities/Trade Associations. TMG hereby warrants that it is in compliance with Chapter 2274, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the contract against a firearm entity or firearm trade association.



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Project Team

LP&L's primary contact for support services will be Debra Ardoline. As additional projects are defined, additional resources will be added. This section identifies the roles and responsibilities of the team. Should a named person become unavailable TMG will replace the named resources with equally skilled/qualified individuals that will be pre-approved by LP&L.

Proposed Project Team	Resources	
Executive Oversight and Support	Debra Ardoline	
Project Management	Steven Banks	
Functional Solution Architect	Franco Roig, Jason Ali	
Technical Architect	Saman Saatsaz	
Technical Support	Brooks Yates, Offshore Development Team	

Project Costs

- The services specified above are provided on a time and materials ("T&M") basis; that is, LP&L shall pay TMG for all
 the time spent performing such services. The hourly rate detailed below includes travel expenses; therefore,
 travel costs and expenses will not be billed as an additional cost.
- 2. All fees in this SOW are in US dollars.
- 3. All hours will be invoiced monthly on the last day of each month.
- 4. Payment shall be NET Thirty (30) days from the invoice date.
- TMG will retain the current LP&L rate of \$210 for all on-shore resources and any use of off-shore resources will be billed to LP&L at \$65.00 per hour.
- 6. TMG will provide these services based on the Production Bug Initial Analysis table located above, for a not to exceed of \$187,300.00. If the project extends past the months defined or additional bugs are defined, TMG will retain the current LP&L rates but will work with LP&L to develop a Change Order for any additional services required.

TMG Utility Advisory Services, Inc.



TMG Consulting 388 Feathergrass Drive Buda TX 78610 512-993-6331

City of Lubbock, Texas, acting by and

Approval Signatures

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Statement of Work.

	DBA TMG Consulting	through Lubbock Power & Light
Signature	Docusigned by: Mario Baller	Signature (mex)
Name:	Pam Glanvill	Name:
	(Please Print)	(Please Print)
Title:	President	Chief Administrative Officer
Date:	8/9/2023	Date: 811512013

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG") to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the "Activities" or "Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated January 11, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, LP&L and TMG now desire to further amend the Original Agreement, as amended to provide for additional time for TMG to complete the Services, as well as to increase the Not to Exceed ("NTE") amount relating to support services for bug fixes in the live system;

WHEREAS, LP&L and TMG now desire to amend the Original Agreement, as amended, to address such matters; NOW, THEREFORE:

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

THAT the Chair of the Electric Utility Board BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas ("LP&L"), that certain Sixth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

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

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize and direct the Mayor of the City of Lubbock to execute this Fifth Amendment to Professional Services Agreement by and between LP&L and TMG Utility Advisory Services, Inc. within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 15th day of August, 2023.

ATTEST:

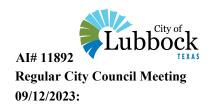
Eddie Schulz, Board Secretary /

APPROVED AS TO CONTENT:

Joel vy, Chief Administrative Officer,

APPROVED AS TO FORM:

Carolyn Shellman
Carolyn Shellman, Interim General Counsel



Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2023.

Item Summary

A clean copy of the Tariff, along with a red-lined copy of the Tariff, is provided for back up. The attached Tariff does not include a rate increase for any rate class. The material changes in the Tariff for Council consideration are summarized as follows:

I. Statement of Purpose:

• Added language to clarify that the current Tariff is effective October 1, 2023, and will be applicable to all Customers prior to LP&L's transition to retail competition. Once the Customer has transitioned to retail competition, LP&L's Delivery Service Tariff shall apply.

II. Agreed Payment Arrangement, Section III-12e:

• Updated agreed payment arrangement language for clarity and conciseness disclosing that no agreements will be extended beyond the first date that LP&L customers enter retail competition.

III. Budget Billing – Section removed for rate classes 1, 3, and 5:

• Removed budget billing section as the budget billing program was phased out in FY 2022-23.

VI. Guard Light and Flood Lights:

• The Guard Light and Flood light services have been removed due to the transition to retail choice.

Fiscal Impact

The attached Tariff does not include a rate increase for any rate class.

Staff/Board Recommending

Joel Ivy, Executive Director of Electric Utilities Electric Utility Board

Attachments

Resolution - CC FY 2023-24 Tariff (Clean) FY 2023-24 Tariff (Redline) LPL Resolution - Executed

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate / tariff schedule ("Tariff") for Lubbock Power & Light to the City Council pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, the Electric Utility Board, by Resolution dated July 18, 2023, approved the Tariff for Lubbock Power & Light, as attached hereto, and recommended that the City Council adopt the Tariff, with an effective date of October 1, 2023.

WHEREAS, Chapter 1, Article XII, Section 1, of the City of Lubbock Charter and § 2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Tariff of Lubbock Power & Light be approved by the City Council prior to its adoption; NOW THEREFORE:

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

THAT Lubbock Power & Light's Electric Tariff, as attached hereto, be approved and adopted with an effective date of October 1, 2023.

Passed by the City Council on the	day of September, 2023.
ATTEST:	Tray Payne, Mayor
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Joelany Director of Flectic Utilities	

Carolyn Shellman, LP&L Interim General Counsel

APPROVED AS TO FORM:



Electric Rate/Tariff Schedule

October 1, 2023

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

Rate/Tariff Schedule Rev: 10/01/2023



GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

This Tariff is applicable to LP&L Customers effective October 1, 2023. This Tariff will be applicable to all Customers prior to LP&L's transition to retail competition. Once a Customer has transitioned to retail competition, LP&L's Delivery Service Tariff shall apply.

II. **DEFINITIONS**

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

<u>AMI</u> – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

<u>Applicant</u> – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

<u>Critical Care Residential Customer</u> – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

<u>Critical Load Industrial Customer</u> – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

<u>Customer</u> – has the meaning assigned to it in Article I of these General Terms and Conditions.

<u>Customer's Installation</u> – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

<u>Distributed Generation</u> – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

<u>ERCOT</u> – means the Electric Reliability Council of Texas, Inc.

<u>Facilities</u> – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

<u>General Terms and Conditions</u> – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

<u>Interconnection Agreement</u> – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

<u>LP&L</u> – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

<u>Miscellaneous Service Charges</u> – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

<u>Net Metering Customer</u> – has the meaning assigned to it in Rates 5 and 16, as applicable.

<u>Non-Standard Meter</u> – means any LP&L approved non-AMI meter that measures electric energy.

<u>Point of Delivery</u> – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

<u>PPA</u> – means a power purchase agreement.

<u>Premises</u> – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

<u>Rate or Rate Schedule</u> – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

<u>Service</u> – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

<u>Service Installation</u> – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

<u>Service Territory</u> – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

<u>Tariff</u> – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely

presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

- 2. Continuous Service. LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE **CONTINUOUS** SERVICE BUT LP&L DOES GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE **FORM** OR FREQUENCY, IT **THAT** UNDERSTOOD OCCASSIONAL **IRREGULARITIES,** INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.
- 3. <u>Intentional Interruption of Service</u>. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:
 - a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
 - b. will lessen or remove possible danger to life or property;
 - c. will aid in the restoration of Service;
 - d. is required to make necessary repairs to or changes in the Facilities; or
 - e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over

LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

- 4. <u>Disclaimer of Warranties</u>. **LP&L AND THE CITY MAKE NO WARRANTIES** WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. <u>Discontinuance</u>, <u>Suspension and Refusal of Service</u>. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:
 - a. <u>Disconnection with notice</u>. LP&L may disconnect Service after proper notice for any of the following reasons:
 - (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
 - (ii) failure to pay a deposit as required by these General Terms and Conditions:
 - (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
 - (iv) for failure to comply with these General Terms and Conditions.
 - b. <u>Disconnection without notice</u>. LP&L may disconnect Service without prior notice for any of the following reasons:
 - (i) where a known dangerous condition exists for as long as the condition exists;
 - (ii) where Service is connected without authority by a person who has not made application for Service;
 - (iii) where Service was reconnected without authority after termination for nonpayment;
 - (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
 - (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
 - (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
 - (v) any other unauthorized use, including the sale or resale of Service.

- c. <u>Refusal of Service</u>. LP&L may refuse to serve an Applicant for any of the following reasons:
 - (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;
 - (ii) Applicant owes a debt to LP&L for Service;
 - (iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;
 - (iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.
 - (v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;
 - (vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or
 - (vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

- (i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.
- (ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.
- 6. <u>Customer Liabilities</u>. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:
 - a. Excessive consumption caused by Customer's Installation;

- b. Damage caused by an open valve or circuit after Service initiation;
- c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;
- d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or
- e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

- 7. <u>Deposits</u>. LP&L may require a deposit for Service, in accordance with the following terms and conditions:
 - a. LP&L may require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$135.00), as determined by written policy of the Director of Electric Utilities, except as provided herein.
 - b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
 - (i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
 - 1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
 - 2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
 - 3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

- (ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.
- c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (i) the Customer's account for Services becomes delinquent;
 - (ii) the Customer's Services are interrupted due to non-payment;
 - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
 - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
 - (v) the Customer fails to comply with the terms of any agreed payment plan.
- d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).
- e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
 - (i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
 - (ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
 - (iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.

- (iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.
- f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (i) the Customer's account for Services become delinquent;
 - (ii) the Customer's Services are interrupted due to non-payment;
 - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
 - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
 - (v) the Customer fails to comply with the terms of any agreed payment plan.
- g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).
- h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).
- i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:
 - (i) the name and address of each depositor;
 - (ii) the amount and date of the deposit; and
 - (iii) each transaction concerning the deposit.
- j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service. Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. <u>Meters and Metering.</u>

- a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
- b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
- c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.
- 10. <u>Access to Premises</u>. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. <u>Voltage Tolerances</u>. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

- 12. <u>Agreed Payment Arrangement</u>. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.
 - a. The agreed payment arrangement must be in writing.
 - b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
 - c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
 - d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
 - e. No agreed payment arrangements can extend beyond the first date that LP&L customers enter retail competition.
- 13. <u>Right to Amend</u>. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock, and as provided herein by delegation of the City Council of the City of Lubbock, without further notice provided to Customer, except as otherwise required by law.

- 14. Critical Care Residential Customers and Critical Load Industrial Customers.
 - a. <u>Procedure for Qualification</u>. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.
 - b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.
 - c. <u>No Guarantee of Service</u>. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.
- 15. <u>Severability</u>. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.
- Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.
- 17. <u>Interconnection</u>. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by

Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

- 18. <u>Applicable Law.</u> The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.
- 19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in 2024. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of October 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.



RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in

> private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served

under this rate.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$8.07 per month per Meter

> Energy Charge: \$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by

an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

SERVICE: where available on secondary.

TERMS & Service supplied under this rate is subject to the terms and conditions **CONDITIONS:** set forth in LP&L's General Terms and Conditions of the Tariff as

set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023



RESIDENTIAL ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space

> heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$8.07 per month per Meter

> Energy Charge: \$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE The charge of the above rate may be increased (i) by an amount no **EQUIVALENT:**

greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or

> > Rev: 10/01/2023

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all

bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

where available on secondary.

TERMS &

CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, 2023.



RESIDENTIAL NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$30.43 per month per Meter

> Summer Energy Charge ($\leq 1,000$ kWh): \$0.01292 per kWh Summer Energy Charge (>1,000kWh): \$0.02349 per kWh

> Non-Summer Energy Charge (<1,000kWh): \$0.00397 per kWh Non-Summer Energy Charge (>1,000kWh): \$0.01175 per kWh

> > Rev: 10/01/2023

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

NON-SUMMER

The billing months of October through May

MONTHS:

SUMMER MONTHS: The billing months of June through September

POWER COST **RECOVERY FACTOR:** The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

> not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

where available on secondary.

TERMS &

CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.



SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$13.55 per month per Meter

> Energy Charge: \$0.01987 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

Small General Service Rev: 10/01/2023 **TAX:** Billings under this schedule may be increased by an amount equal to

the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

SERVICE: where available on secondary.

TERMS & Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate

set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and

on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.

Small General Service Rev: 10/01/2023



SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$28.77 per month

Energy Charge ($\leq 1,000$ kWh): \$0.00076 per kWh Energy Charge ($\geq 1,000$ kWh): \$0.01878 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

Rev: 10/01/2023

EFFECTIVE DATE:

For all Meters read by LP&L on or after October, 2023.



LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$39.74 per month per Meter

Energy Charge: \$0.00049 per kWh

Demand Charge: \$5.77410 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing

the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.

Large School Service

Rev: 10/01/2023



SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$28.56 per month per Meter

Energy Charge: \$0.00080 per kWh

Summer Demand Charge: \$8.00922 per kW Non-Summer Demand Charge: \$4.28400 per kW **PRORATING:** LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no

demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

Rev: 10/01/2023

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard

voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

Rev: 10/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.



PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE: To all commercial and industrial Customers for Service supplied at

> primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are

adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$310.44 per month per Meter

> Energy Charge: \$0.00057 per kWh

Demand Charge: \$5.15323 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

> to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing

the kWh sales for the billing period by 21 hours.

LOSS ADJUSTMENT: When metering is installed on the secondary (Customer's) side of any

> voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be

increased to include all transformation losses.

POWER COST

The charge per kilowatt and kilowatt-hour of the above rate shall be **RECOVERY FACTOR:** increased by the applicable recovery factor per kilowatt and kilowatt

hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, 2023.



TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE:

To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$310.44 per month per Meter

Energy Charge: \$0.00055 per kWh

Demand Charge: \$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest

use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on

Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all

transformation losses.

POWER COST

RECOVERY FACTOR: increased by the applicable recovery factor per kilowatt and kilowatt

hour as provided in the current LP&L "Power Cost Recovery Factor".

The charge per kilowatt and kilowatt-hour of the above rate shall be

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

Rev: 10/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.



STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE: To all State of Texas universities using more than 100,000,000 kWh

per year where Customer's Installation has adequate capacity and

suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$0.00 per month per Meter

Demand Charge: \$0.00

Energy Charge: \$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed The Wholesale Power Charge shall be system losses of 2%. calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT:

Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, 2023.



LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$49.67 per month per Meter

Energy Charge: \$0.00066 per kWh

Demand Charge: \$5.24014 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh

sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

Rev: 10/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.



STREET LIGHTING SERVICE

Rate 18

APPLICABLE: To municipal and State of Texas facilities for street lighting Service

where facilities of adequate capacity and suitable voltage are adjacent

to the Point of Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$0.00 per month per Meter

Energy Charge: \$0.04781 per kWh

DETERMINATION OF ENERGY USE:

Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service

official sunrise & sunset times for Lubbock, Texas.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.

Street Lighting Service

CONDITIONS OF Customer will install, own, operate and maintain the street lighting

SERVICE: system.

TERMS & Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as

set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2023.



GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To Service provided exclusively to the primary structure used for

> worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is

provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$16.77 per month per Meter

> Energy Charge: \$0.01847 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by **RECOVERY FACTOR:** the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE The charge of the above rate may be increased (i) by an amount no **EQUIVALENT:**

greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

> not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF AC. 60 hertz. Single-phase or three-phase, at one available standard

SERVICE: voltage. TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, 2023.



SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service

> supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of

demand.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$12.98 per month per Meter

> **Energy Charge:** \$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City **EQUIVALENT:**

Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard

voltage.

TERMS &

CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October 1, 2023.



OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16,

16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of

the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor

(PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology

selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge

shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak

demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers

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electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS LP&L shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays

Off-Peak – All other hours.

Non-Summer Months: On-Peak – All hours.

EFFECTIVE DATE: For all Meters read by LP&L on or after October 1, 2023.



Flood Light Service Rev: 10/01/2023



UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE: The Service charges listed below are applicable to all

> Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges

made under LP&L's Tariff and Rate Schedules.

TERRITORY: LP&L Service Territory

Commercial: \$19.29 **RATE: (PER LINEAR**

FOOT) Residential Subdivisions Full w/ Alleys: \$25.92

> Residential Subdivisions Half w/Alleys: \$19.44 Residential Subdivisions Full No Alleys: \$25.92 Residential Subdivisions Half No Alleys: \$19.44

Billings under this schedule may be increased by an amount TAX:

> equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the

rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added

> to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until

the next business day.

CHARACTER OF New development, redevelopment or expansion projects

requiring LP&L underground line extensions. **SERVICE:**

CONDITIONS OF Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and

transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for

residential subdivisions within city limits. Any required

Rev: 10/01/2023

SERVICE:

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easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2023

MISCELLANEOUS SERVICE CHARGES

APPLICABLE: The Service charges listed below are applicable to all Customers

served by LP&L and are in addition to any other charges made under

LP&L's Tariff.

TERRITORY: LP&L Service Territory

RETURNED ITEM

\$30.00

CHARGE:

This charge is made when Customer's method of payment has been dishonored and returned to LP&L.

DISCONNECT/RECON NECT FEE: \$27.50 when disconnected or reconnected during business hours \$43.50 when disconnected or reconnected after business hours

\$57.50 when disconnected or reconnected at the pole during business

hours

\$75.00 when disconnected or reconnected at the pole after business

hours

This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.

TAMPERED SERVICE CHARGE:

\$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers.

This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a \$50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE: At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE:

Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be \$127.84 and shall be paid prior to installation plus a monthly charge of \$24.56 charged on the monthly invoice.

EFFECTIVE DATE:

October 1, 2023



POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs and related obligations incurred by or may be incurred by LP&L to serve system demand and energy requirements, and for purchased power. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:

Primary Voltage: 1.0409 Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs, and related obligations, to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund. Amounts over collected may be placed in a separate account for potential power-related obligations of LP&L, as may be applicable.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

Upon LP&L's entry into the retail market, the PCRF will terminate and any remaining costs related to purchased power expenses previously incurred will be included in LP&L's delivery rates.



Electric Rate/Tariff Schedule

Amended February 1, 2023 October 1, 2023

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

Rate/Tariff Schedule Rev: 1002/01/2023



GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

This Tariff is applicable to LP&L Customers effective October 1, 2023. This Tariff will be applicable to all Customers prior to LP&L's transition to retail competition. Once a Customer has transitioned to retail competition, LP&L's Delivery Service Tariff shall apply.

II. **DEFINITIONS**

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

<u>AMI</u> – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

<u>Applicant</u> – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

<u>Critical Care Residential Customer</u> – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

<u>Critical Load Industrial Customer</u> – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

<u>Customer</u> – has the meaning assigned to it in Article I of these General Terms and Conditions.

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<u>Customer's Installation</u> – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

<u>Distributed Generation</u> – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

<u>ERCOT</u> – means the Electric Reliability Council of Texas, Inc.

<u>Facilities</u> – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

<u>General Terms and Conditions</u> – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

<u>Interconnection Agreement</u> – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

<u>LP&L</u> – means Lubbock Power & Light and the City of Lubbock.

Meter — means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

<u>Miscellaneous Service Charges</u> – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

<u>Net Metering Customer</u> – has the meaning assigned to it in Rates 5 and 16, as applicable.

<u>Non-Standard Meter</u> – means any LP&L approved non-AMI meter that measures electric energy.

<u>Point of Delivery</u> – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

<u>PPA</u> – means a power purchase agreement.

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<u>Premises</u> – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

<u>Rate or Rate Schedule</u> – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

<u>Service</u> – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

<u>Service Installation</u> – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

<u>Service Territory</u> – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

<u>Tariff</u> – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely

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presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

- 2. Continuous Service. LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE **CONTINUOUS** SERVICE BUT LP&L DOES GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE **FORM** OR FREQUENCY, IT UNDERSTOOD THAT OCCASSIONAL **IRREGULARITIES,** INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.
- 3. <u>Intentional Interruption of Service</u>. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:
 - a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
 - b. will lessen or remove possible danger to life or property;
 - c. will aid in the restoration of Service;
 - d. is required to make necessary repairs to or changes in the Facilities; or
 - e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over

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LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

- 4. <u>Disclaimer of Warranties</u>. LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. <u>Discontinuance</u>, <u>Suspension and Refusal of Service</u>. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:
 - a. <u>Disconnection with notice</u>. LP&L may disconnect Service after proper notice for any of the following reasons:
 - (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
 - (ii) failure to pay a deposit as required by these General Terms and Conditions:
 - (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
 - (iv) for failure to comply with these General Terms and Conditions.
 - b. <u>Disconnection without notice</u>. LP&L may disconnect Service without prior notice for any of the following reasons:
 - (i) where a known dangerous condition exists for as long as the condition exists;
 - (ii) where Service is connected without authority by a person who has not made application for Service;
 - (iii) where Service was reconnected without authority after termination for nonpayment;
 - (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
 - (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
 - (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
 - (v) any other unauthorized use, including the sale or resale of Service.

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- c. <u>Refusal of Service</u>. LP&L may refuse to serve an Applicant for any of the following reasons:
 - (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;
 - (ii) Applicant owes a debt to LP&L for Service;
 - (iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;
 - (iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.
 - (v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;
 - (vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or
 - (vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

- (i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.
- (ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.
- 6. <u>Customer Liabilities</u>. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:
 - a. Excessive consumption caused by Customer's Installation;

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- b. Damage caused by an open valve or circuit after Service initiation;
- c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;
- d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or
- e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

- 7. <u>Deposits</u>. LP&L may require a deposit for Service, in accordance with the following terms and conditions:
 - a. LP&L may require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$135.00), as determined by written policy of the Director of Electric Utilities, except as provided herein.
 - b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
 - (i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
 - 1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
 - 2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
 - 3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

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- (ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.
- c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (i) the Customer's account for Services becomes delinquent;
 - (ii) the Customer's Services are interrupted due to non-payment;
 - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
 - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
 - (v) the Customer fails to comply with the terms of any agreed payment plan.
- d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).
- e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
 - (i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
 - (ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
 - (iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.

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- (iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.
- f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (i) the Customer's account for Services become delinquent;
 - (ii) the Customer's Services are interrupted due to non-payment;
 - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
 - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
 - (v) the Customer fails to comply with the terms of any agreed payment plan.
- g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).
- h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).
- i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:
 - (i) the name and address of each depositor;
 - (ii) the amount and date of the deposit; and
 - (iii) each transaction concerning the deposit.
- j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service. Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance.

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8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. <u>Meters and Metering.</u>

- a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
- b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
- c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.
- 10. <u>Access to Premises</u>. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

Terms & Conditions Rev: <u>1002</u>/01/2023

11. <u>Voltage Tolerances</u>. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

- 12. <u>Agreed Payment Arrangement</u>. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.
 - a. The agreed payment arrangement must be in writing.
 - b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
 - c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
 - d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
 - e. No agreed payment arrangements can extend beyond September 30, 2023the first date that LP&L customers enter retail competition.
- 13. <u>Right to Amend</u>. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock, and as provided herein by delegation of the City Council of the City of Lubbock, without further notice provided to Customer, except as otherwise required by law.

Terms & Conditions Rev: <u>1002/</u>01/2023

- 14. Critical Care Residential Customers and Critical Load Industrial Customers.
 - a. <u>Procedure for Qualification</u>. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.
 - b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.
 - c. <u>No Guarantee of Service</u>. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.
- 15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.
- Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.
- 17. <u>Interconnection</u>. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by

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Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

- 18. <u>Applicable Law.</u> The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.
- 19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in the Fall of 20232024. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of February 1 October 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.

Terms & Conditions Rev: <u>1002/</u>01/2023



RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in

> private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served

under this rate.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$8.07 per month per Meter

> Energy Charge: \$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified

> amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in

budget billing prior to October 1, 2022.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

where available on secondary.

TERMS &

CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after February October 1, 2023



RESIDENTIAL ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space

> heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps

and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$8.07 per month per Meter

> Energy Charge: \$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the **RECOVERY FACTOR:**

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE The charge of the above rate may be increased (i) by an amount no **EQUIVALENT:**

greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

BUDGET BILLING:

Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1,2022. Beginning February 1,2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

where available on secondary.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after OctoberFebruary 1, 2023.



RESIDENTIAL NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$30.43 per month per Meter

> Summer Energy Charge ($\leq 1,000$ kWh): \$0.01292 per kWh Summer Energy Charge (>1,000kWh): \$0.02349 per kWh

> Non-Summer Energy Charge (<1,000kWh): \$0.00397 per kWh Non-Summer Energy Charge (>1,000kWh): \$0.01175 per kWh

> > Rev: 1002/01/2023

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

NON-SUMMER

The billing months of October through May

MONTHS:

SUMMER MONTHS: The billing months of June through September

POWER COST **RECOVERY FACTOR:** The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING:

Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF **SERVICE:**

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$13.55 per month per Meter

> **Energy Charge:** \$0.01987 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by **RECOVERY FACTOR:** the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE **EQUIVALENT:**

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

Small General Service Rev: 1002/01/2023 **TAX:** Billings under this schedule may be increased by an amount equal to

the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts

SERVICE: where available on secondary.

TERMS & Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate

set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and

on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after OctoberFebruary 1, 2023.

Small General Service Rev: 1002/01/2023



SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$28.77 per month

Energy Charge ($\leq 1,000$ kWh): \$0.00076 per kWh Energy Charge ($\geq 1,000$ kWh): \$0.01878 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$39.74 per month per Meter

Energy Charge: \$0.00049 per kWh

Demand Charge: \$5.77410 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing

the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

Large School Service Rev: 1002/01/2023

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all

For all Meters read by LP&L on or after OctoberFebruary 1, 2023.

Large School Service Rev: 1002/01/2023



SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$28.56 per month per Meter

Energy Charge: \$0.00080 per kWh

Summer Demand Charge: \$8.00922 per kW Non-Summer Demand Charge: \$4.28400 per kW **PRORATING:** LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no

demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

Rev: 1002/01/2023

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard

voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

Rev: 1002/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October February 1, 2023.



PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE: To all commercial and industrial Customers for Service supplied at

> primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are

adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$310.44 per month per Meter

> Energy Charge: \$0.00057 per kWh

Demand Charge: \$5.15323 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

> to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing

the kWh sales for the billing period by 21 hours.

LOSS ADJUSTMENT: When metering is installed on the secondary (Customer's) side of any

> voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be

increased to include all transformation losses.

POWER COST

The charge per kilowatt and kilowatt-hour of the above rate shall be **RECOVERY FACTOR:** increased by the applicable recovery factor per kilowatt and kilowatt

hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE:

To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$310.44 per month per Meter

Energy Charge: \$0.00055 per kWh

Demand Charge: \$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest

use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on

Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all

transformation losses.

POWER COST

RECOVERY FACTOR: increased by the applicable recovery factor per kilowatt and kilowatt

hour as provided in the current LP&L "Power Cost Recovery Factor".

The charge per kilowatt and kilowatt-hour of the above rate shall be

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

Rev: 1002/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October February 1, 2023.



STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE: To all State of Texas universities using more than 100,000,000 kWh

per year where Customer's Installation has adequate capacity and

suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary,

resale or shared Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$0.00 per month per Meter

Demand Charge: \$0.00

Energy Charge: \$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT:

Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.

Rev: 1002/01/2023



LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$49.67 per month per Meter

Energy Charge: \$0.00066 per kWh

Demand Charge: \$5.24014 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment

to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh

sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR:

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

Rev: 1002/01/2023

EFFECTIVE DATE: For all Meters read by LP&L on or after October February 1, 2023.



STREET LIGHTING SERVICE

Rate 18

APPLICABLE: To municipal and State of Texas facilities for street lighting Service

where facilities of adequate capacity and suitable voltage are adjacent

to the Point of Service.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$0.00 per month per Meter

Energy Charge: \$0.04781 per kWh

DETERMINATION OF ENERGY USE:

Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service

official sunrise & sunset times for Lubbock, Texas.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.

CONDITIONS OF Customer will install, own, operate and maintain the street lighting

SERVICE: system.

TERMS & Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as

set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October February 1, 2023.



GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To Service provided exclusively to the primary structure used for

> worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is

provided.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$16.77 per month per Meter

> Energy Charge: \$0.01847 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

EQUIVALENT:

The charge per kilowatt-hour of the above rate shall be increased by **RECOVERY FACTOR:** the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE The charge of the above rate may be increased (i) by an amount no

greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

> not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF AC. 60 hertz. Single-phase or three-phase, at one available standard

SERVICE: voltage. TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service

> supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of

demand.

TERRITORY: LP&L Service Territory

RATE: Service Availability Charge: \$12.98 per month per Meter

> **Energy Charge:** \$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by **RECOVERY FACTOR:** the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City **EQUIVALENT:**

Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L

as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to

> the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or

> > Rev: 1002/01/2023

event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills

not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late

charge will not be applied until the next business day.

CHARACTER OF

SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard

voltage.

TERMS &

CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers where we have a contract of the contract

Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of

the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS:

For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS:

For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

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ON-PEAK / OFF-PEAK DEMAND HOURS LP&L shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays

Off-Peak – All other hours.

Non-Summer Months: On-Peak – All hours.

EFFECTIVE DATE:

For all Meters read by LP&L on or after October February 1, 2023.



CUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE: For night outdoor guard lighting service where facilities of adequate

capacity and suitable voltage are adjacent to the Point of Delivery. This rate is closed to new Customers and no new lights will be

installed for existing Customers.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced

with another type of light which may have a different rate.

TERRITORY: LP&L Service Territory

RATE: Each 150 Watt 15,000 lumen (nominal—actual rating may vary) high-

pressure sodium fixture installed on an overhead bracket on a wood pole:

\$15.15 per month

Each 100 Watt 9,500 lumen (nominal actual rating may vary) highpressure sodium fixture installed on an overhead bracket on a wood pole: \$10.29 per month

Each 150 Watt 7,000 lumen (nominal actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole:

\$15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: \$3.30 per month.

PRORATING: LP&L may prorate monthly fees according to policies and procedures

adopted by the Director of Electric Utilities.

DETERMINATION OF15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.

9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

7,000 famen WV matter uses 07 k will per month.

POWER COST

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the

current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.

CONDITIONS OF SERVICE:

LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023

Guard Light Service Rev: <u>1002/</u>01/2023



FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE: For night outdoor flood light service where Customer's Installation

has adequate capacity and suitable voltage are adjacent to the Premises. This rate is closed to new Customers and no new lights

will be installed for existing Customers.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A: Charge per light for the first light on each 30 foot wood pole with

First Light Charge overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	\$22.35
175	\$22.48	N/A
250	\$24.11	\$24.21
400	\$25.08	\$25.62
1 000	\$28.38	\$23.02 \$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	\$8.65
175	\$8.77	N/A
250	\$10.01	\$10.11
400	\$10.84	\$11.31
1,000	\$22.65	\$23.02

Flood Light Service Rev: 1002/01/2023

RATE C: Additional Pole Charge

Additional charge per month per pole:

	Overhead -	Underground	Overhead	Underground
-Pole	Wood		Steel	Steel
Height	Pole	<u>Pole</u>	Pole	Pole
30,	\$0.00	\$3.75	\$6.27	\$1 0.05
35,	\$1.86	\$5.61	\$8.13	\$11.90
40'	\$3.95	\$7.74	\$10.24	\$14.02
-45 '	\$5.60	\$9.39	\$11.89	\$15.67
-50 '	\$7.40	\$11.19	N/A	N/A

RATE D:

Additional Service Span Charge For each additional 150 foot span of secondary line required beyond the first 150 feet: \$2.95 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

Lamp	Metal H	مانام	— High Pressur	o Sodium
Lamp	Wictai i	lande	Tilgii i ressui	C Sourum
Wattage	Lumen	kWh	Lumen	-kWh
150	N/A	N/A	16,000	56
175	14,000	62	NI/A	N/A
175	14,000	02	1 1/11	1 1/11
-250	-20,500	97	27,500	97
-400	36,000	136	50,000	159
1 000	110,000	250	140,000	350
1,000	- 110,000	- 339 -	140,000	- 33U

POWER COST
RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

Flood Light Service Rev: 1002/01/2023

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE:

LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions acceptable to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with

the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023

Flood Light Service Rev: 1002/01/2023



UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

The Service charges listed below are applicable to all **APPLICABLE:**

> Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges

made under LP&L's Tariff and Rate Schedules.

TERRITORY: LP&L Service Territory

RATE: (PER LINEAR Commercial: \$19.29

FOOT) Residential Subdivisions Full w/ Alleys: \$25.92

> Residential Subdivisions Half w/Alleys: \$19.44 Residential Subdivisions Full No Alleys: \$25.92 Residential Subdivisions Half No Alleys: \$19.44

TAX: Billings under this schedule may be increased by an amount

> equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the

rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added

to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until

the next business day.

CHARACTER OF New development, redevelopment or expansion projects

requiring LP&L underground line extensions.

CONDITIONS OF Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and

transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for

the fees associated with street light installations for residential subdivisions within city limits. Any required

Rev: 1002/01/2023

SERVICE:

SERVICE:

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS:

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

Rev: 1002/01/2023

EFFECTIVE DATE:

October February 1, 2023

MISCELLANEOUS SERVICE CHARGES

APPLICABLE: The Service charges listed below are applicable to all Customers

served by LP&L and are in addition to any other charges made under

LP&L's Tariff.

TERRITORY: LP&L Service Territory

RETURNED ITEM

\$30.00

CHARGE:

This charge is made when Customer's method of payment has been dishonored and returned to LP&L.

DISCONNECT/RECON NECT FEE: \$27.50 when disconnected or reconnected during business hours \$43.50 when disconnected or reconnected after business hours

\$57.50 when disconnected or reconnected at the pole during business

hours

\$75.00 when disconnected or reconnected at the pole after business

hours

This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.

TAMPERED SERVICE CHARGE:

\$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers.

This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a \$50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE: At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE:

Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be \$127.84 and shall be paid prior to installation plus a monthly charge of \$24.56 charged on the monthly invoice.

EFFECTIVE DATE:

October February 1, 2023



POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs and related obligations incurred by or may be incurred by LP&L to servein serving system demand and energy requirements, and for purchased power. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:

Primary Voltage: 1.0409 Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs, and related obligations,—to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund. Amounts over collected may be placed in a separate account for potential power-related obligations of LP&L, as may be applicable.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

<u>Upon LP&L's entry into the retail market, the PCRF will terminate and any remaining costs related</u> to purchased power expenses previously incurred will be included in LP&L's delivery rates.

Rev: <u>10</u>02/01/2023

RESOLUTION

WHEREAS. Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

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

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the Rate Schedule as provided to the Electric Utility Board at its July 18, 2023 Regular Meeting to the City Council and recommends that such Rate Schedule be adopted with an effective date of October 1, 2023.

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

THAT this resolution and the Rate Schedule as provided to the Electric Utility Board at its July 18, 2023 Regular Meeting be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the Rate Schedule are delivered to the City Secretary.

Passed by the Electric Utility Board the 18th day of July, 2023.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2023-O0105, for Zone Case 3486, a request of Core States Group for Ramona Prater and Estate of Charles Prater, for a zone change from Transition District (T) to Commercial District (C-4), at 11213 University Avenue, located north of 114th Street and east of University Avenue, on 2.852 acres of unplatted land out of Block E, Section 10.

Item Summary

On August 22, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on July 27, 2023, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Zone Case 3486 Ordinance Zone Case 3486 Staff Report Zone Case 3486 Documentation

ORDINANCE	

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3486; A ZONING CHANGE FROM T TO C-4 ZONING DISTRICT AT 11213 UNIVERSITY AVENUE, LOCATED NORTH OF 114TH STREET AND EAST OF UNIVERSITY AVENUE, ON 2.852 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 10, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3486

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-4 zoning district at 11213 University Avenue, located north of 114th Street and east of University Avenue, on 2.852 acres of unplatted land out of Block E, Section 10, City of Lubbock, Lubbock County, Texas, and being further described as follows:

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

SECTION 2. THAT 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.

	DINID.
Passed by the City Council on first reading on	
Passed by the City Council on second reading of	on
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT: Kristen Sager, Director of Planning	
APPROVED AS TO FORM:	
Illifusuri	
Kelli Leisure, Senior Assistant City Attorney	

vw/cityatt/Kelli/ZoneCase/ZC3486 7.28.23

Exhibit "A"

Property Description from Survey

PROPERTY DESCRIPTION:

A 2.852 acre tract of land being a portion of that certain tract described in Warranty Deed recorded in Volume 1607, Page 672 of the Deed Records of Lubbock County, Texas, all lying in Section 10, Block E, Lubbock County, Texas, said 2.852 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the Southwest corner of Section 10,

THENCE North 01 degree 47 minutes 57 seconds East, along the WEst line of Section 10, a distance of 350.00 feet to a point; (Bearings realtive to the Texas Coordinate System, North Central Zone, NAD83)

THENCE South 88 degrees 11 minutes 25 seconds East, at a distance of 55.0 feet pass a 3/8" iron rod with cap marked "HBD" set for reference, continue for a total distance of 355.00 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE South 01 degree 47 minutes 57 seconds West, at a distance of 300.00 feet pass a 3/8" iron rod with cap marked "HBD" set in the North line of 114th Street, continue for a total distance of 350.00 feet to a point on the South line of Section 10;

THENCE North 88 degrees 11 minuts 25 seconds West, alogn the South line of Section 10, a distance of 355.00 feet to the POINT OF BEGINNING;

Said tract contains a computed area of 2.852 acres of land, of which 0.786 acres lie within right of way easements for University Avenue and 114th Street.

Written Explanation

Currently this site is unzoned and in the ETJ of Lubbock, TX. We are requesting this site be annexed into the city and zoned as a C-4 Commercial property. This will allow the proposed circle k gas station to be constructed and connected to city utilities.



Staff Report	Zone Case 3486
City Council Meeting	August 22, 2023

<u>Applicant</u> Core States Group

<u>Property Owner</u> Prater Ramona and Estate of Charles Prater

Council District 2

Recommendations

• Staff recommends approval of this request.

Prior Board or Council Action

- August 23, 1979, Ordinance No. 7900: The subject property was annexed and zoned Transition District (T).
- July 27, 2023, Zone Case 3486: The Planning and Zoning Commission recommended approval of a zone change from Transition District (T) to Commercial District (C-4) by a vote of 7-0-0.

Notification Summary

Notifications Sent: 5Received In Favor: 0Received In Opposition: 0

Site Conditions and History

The subject property is currently unplatted and undeveloped.

Adjacent Property Development

The subject property is adjacent to an apartment complex (under construction), zoned High-Density Apartment District (A-2) to the north and east with an apartment complex, zoned Family Apartment District (A-1) and vacant land, zoned General Retail District (C-3) to the west. To the south is vacant land, zoned Transition District (T).

Zoning Request and Analysis

Item Summary

The subject property is currently addressed at 11213 University Avenue, north of 114th Street and east of University Avenue. The applicant requests a zone change from T to Commercial District (C-4).

Current zoning: Transition District (T)

Requested zoning: Commercial District (C-4)

Intent Statements

The intent of the current T zoning is, "... to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed C-4 zoning is, "...to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways."

Traffic Network/Infrastructure Impacts

The proposed zone change location will be north of 114th Street and east of University Avenue. The Master Thoroughfare Plan, 2018, designates 114th Street as a Minor Arterial and University Avenue as a Principal Arterial. 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.

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. The proposed zone change to C-4 would be in conformance with this designation and would be in conformance with the principles of the 2040 Comprehensive Plan. This request would be appropriate next to the existing C-4 zoning to the west of the subject property.

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 use and may need additional public improvements to support the intensity of uses described in the C-4 zoning district, 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

Cassie Bermea Victor Escamilla

Planner Planning and Zoning Manager

Planning Department Planning Department

806-775-2096 806-775-3029

cassiebermea@mylubbock.us vescamilla@mylubbock.us

Case Information: Zone Case 3486



Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from University Avenue and 114th

Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114 th Street, Minor Arterial, Partially Completed	R.O.W. 60 feet, three-lane, undivided, paved	R.O.W. 100 feet, five- lane, undivided, paved
University Avenue, Principal Arterial, Partially Completed	R.O.W. 42 feet, four-lane, undivided, paved	R.O.W. 1100 feet, five- lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 2

- **Zone Case 3486:** Core States Group for Prater Ramona and Estate of Charles Prater, request for a zone change from Transition District (T) to Commercial District (C-4), at:
 - 11213 University Avenue, located north of 114th Street and east of University Avenue, on 2.852 acres of unplatted land out of Block E, Section 10.

PLANNER CASSIE BERMEA stated there were five (5) notifications sent out and none returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommended approval of the request.

APPLICANT GARREN HIXSON, 5257 Shaw Avenue, St. Louis, Missouri, stated that he had no additional comments to add and was available for any questions from the Commission.

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

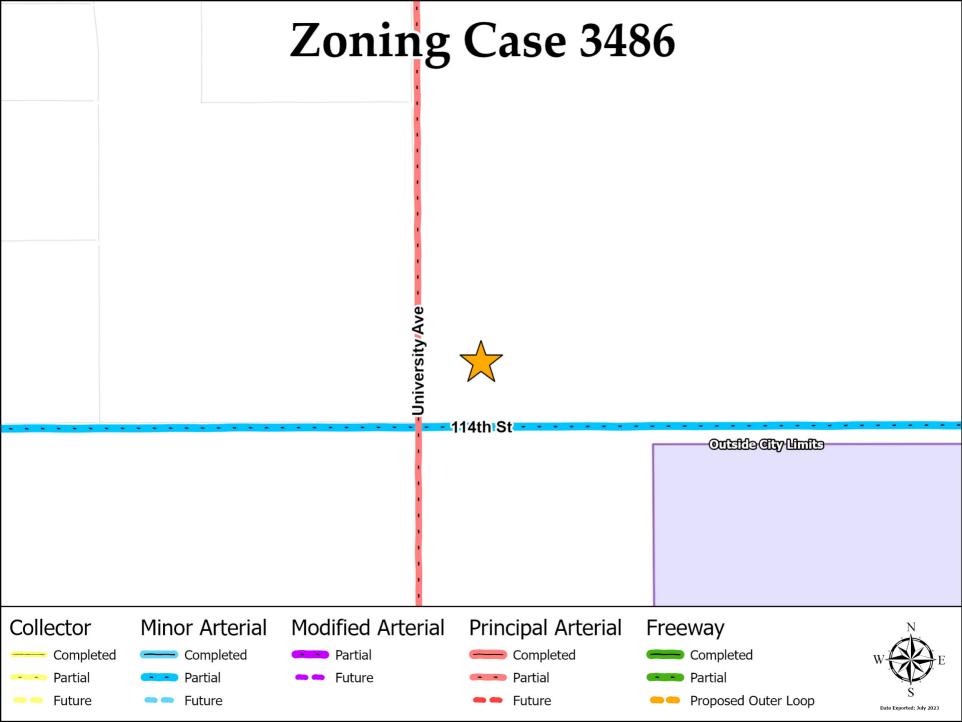
CHAIR SAWYER noted that the property had been vacant for a long time.

Attachment A Page 1 of 2

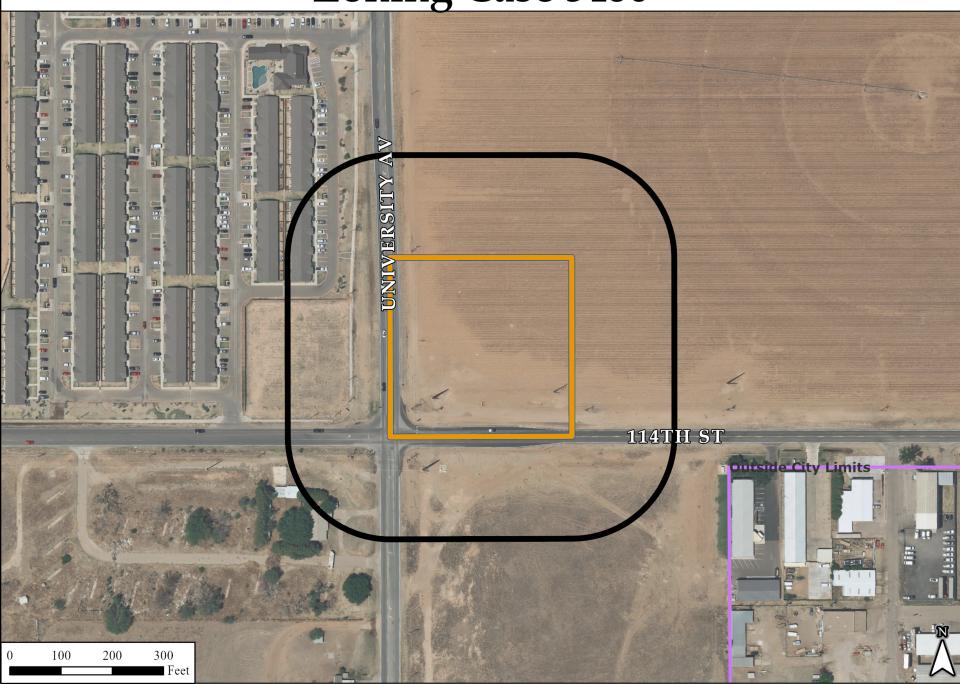
Zone Case 3486

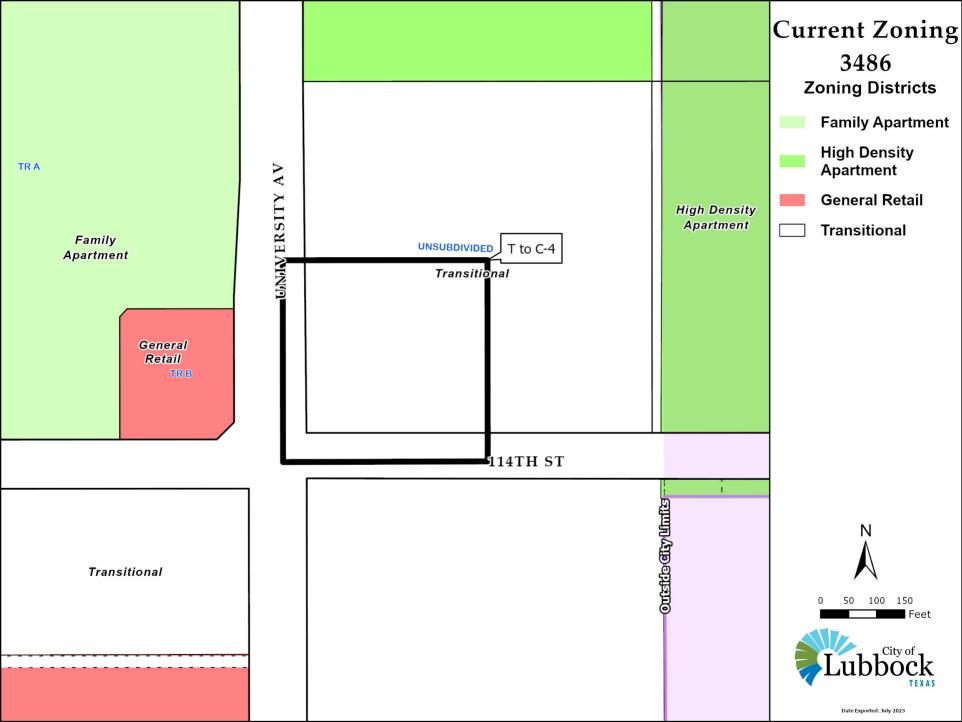
In the matter of **Zone Case 3486**, a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request. The Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

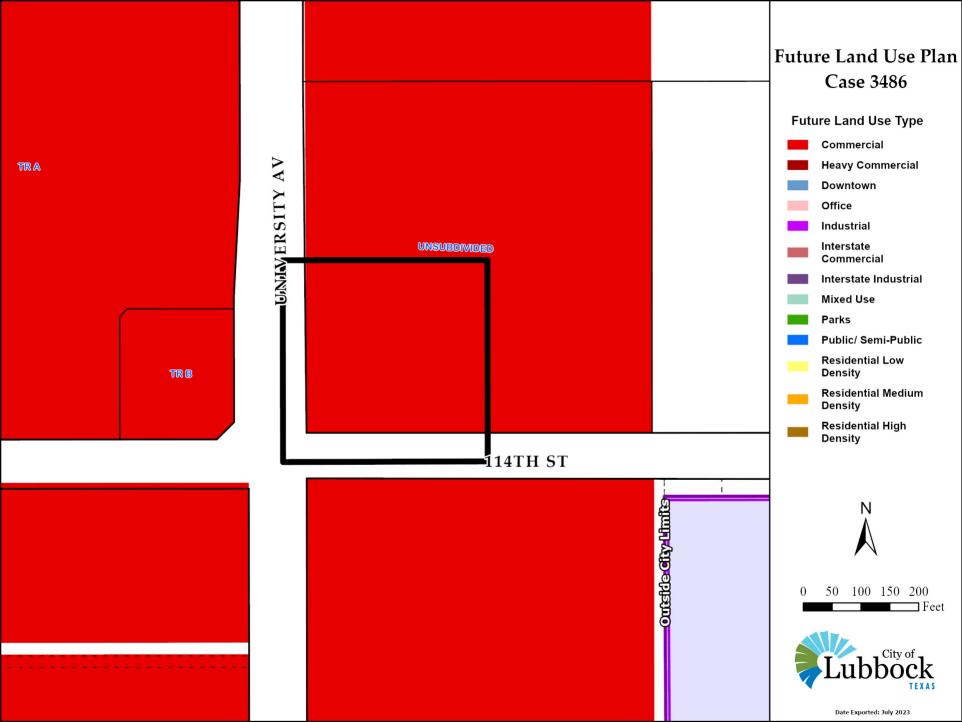
Attachment A Page 2 of 2



Zoning Case 3486



















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

APPLICATION FOR ZONING CHANGE

Project Information	
Location or Address: Northeast Corner of University Ave and 114th St, Lubbock, TX 79423	
Lots/Tracts: Loc ID R85668, BLK E SEC 10	
Survey & Abstract: Blew & Associates	
Metes and Bounds Attached: Yes ☑ No □ Total Acreage of Request: 1.99 +/-	
Existing Land Use: Vacant Existing Zoning: Annexation Zoning	
Requested Zoning: C-4 Commercial	
If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No □	
Representative/Agent Information (if different from owner)	
Firm Name: Core States Group	
Name: Garren Hixson	_
Address: 5257 Shaw Ave City: St. Louis State: MO	
ZIP Code: 63110 Telephone: 314-730-0773 Email: ghixson@core-states.com	
Applicant's Signature: Arrivor	- 1
Date: 6/20/23 Printed Name: Garren Hixson	_
Owner Information	
Firm Name:	
Owner: PRATER RAMONA & EST OF CHARLES PRATER	_
Address: 4910 93RD STREEt City: LUBBOCK State: TX	
ZIP Code: 79424 Telephone: Email:	
Property Owner's Signature: Kamona Frattr	
Date: 6/1/23 Printed Name: Ramona Prater	
Preparer Information	
Preparer's Signature: Truson	
Date: 6/20/23 Printed Name: Garren Hixson	
For City Use Only	
Zone Case No: Planning and Zoning Commission Date:	
Request for zoning change from:To:To:	
Lots:Blocks:	

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.



Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O0106, for Zone Case 3257-P, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use for Reduced Setbacks to Single-Family District (R-1) Specific Use for Townhouse/Garden Home, generally located west of Elgin Avenue and south of 137th Street, on 3 acres of unplatted land out of Block AK, Section 1.

Item Summary

On August 22, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on July 27, 2023, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Zone Case 3257-P Ordinance Zone Case 3257-P Staff Report Zone Case 3257-P Documentation

ORDINANCE	NO.	
URDINANCE	NO.	

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3257-P; A ZONING CHANGE FROM R-1 SPECIFIC USE FOR REDUCED SETBACKS TO R-1 SPECIFIC USE FOR TOWNHOUSE/GARDEN HOME, GENERALLY LOCATED WEST OF ELGIN AVENUE AND SOUTH OF 137TH ON 3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, 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 <u>Lubbock Avalanche-Journal</u> 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. 3257-P

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 Specific Use for Reduced Setbacks to R-1 Specific Use for Townhouse/Garden Home zoning generally located west of Elgin Avenue and south of 137th on 3 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the R-1 Specific Use for Reduced Setbacks zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as generally located west of Elgin Avenue and south of 137th on 3 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas.

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

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

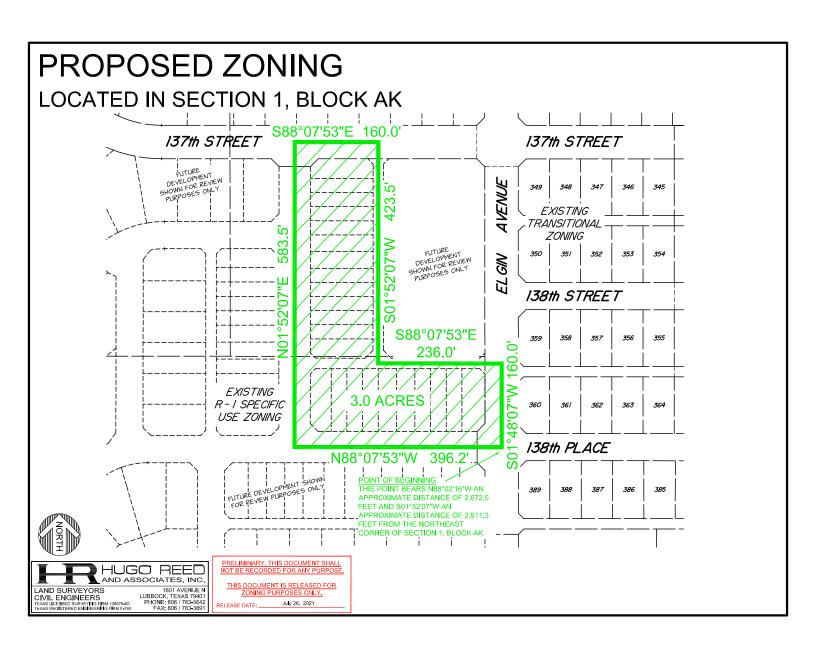
SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading	ng on
Passed by the City Council on second rea	ding on
ATTEST:	TRAY PAYNE, MAYOR
Courtney Paz, City Secretary	

APPROVED AS	TO CONTENT:
1/12/	
muser/	rector of Planning
Kristen Sager, Di	rector of Planning
	\mathcal{O}
APPROVED AS	TO FORM:
alli dus	wie
Kelli Leisure, Ser	nior Assistant City Attorney
	•

vw/CityAtt/Kelli/Zones/ZC3257-P 7.28.23





Staff Report	Zone Case 3257-P
City Council Meeting	August 22, 2023

<u>Applicant</u> Hugo Reed and Associates, Inc.

<u>Property Owner</u> 1585 Development, LLC and Rocket Partners I, LLC

Council District 4

Recommendations

• Staff recommends approval of this request.

Prior Board or Council Action

- December 18, 2014, Ordinance No. 2014-00148: The northern portion of the subject property was annexed and zoned Transition District (T).
- July 9, 2015, Zone Case 3257-A, Ordinance No. 2015-00069: The northern portion of the subject property was rezoned from T to Single-Family District (R-1) Specific Use for reduced setbacks.
- April 28, 2016, Original Zoning Ordinance No. 2016-00054: The southern portion of the subject property was annexed and zoned Transition District (T).
- October 13, 2016, Zone Case 3257-B, Ordinance No. 2016-00147: The full subject property was rezoned to R-1 Specific Use for reduced setbacks.
- October 12, 2021, Zone Case 3257-M, Ordinance No. 2021-00138: The subject property was rezoned to R-1 Specific Use for reduced setbacks.
- July 27, 2023, Zone Case 3257-P: The Planning and Zoning Commission recommended approval of a zone change from Single Family District (R-1) Specific Use for reduced setbacks to Single Family District (R-1) Specific Use for Townhouse/ Garden Home by a vote of 7-0-0.

Notification Summary

Notifications Sent: 15Received In Favor: 0Received In Opposition: 0

Site Conditions and History

The subject property is unplatted and undeveloped.

Adjacent Property Development

The subject property is adjacent to vacant land, zoned R-1 Specific Use for reduced setbacks to the north and south, east and west.

Zoning Request and Analysis

Item Summary

The subject property is generally located west of Elgin Avenue and south of 137th Street. The applicant requests a zone change from (R-1) Specific Use for reduced setbacks to Single-Family District (R-1) Specific Use for Townhouse/Garden Home.

Current zoning: Single Family District (R-1) Specific Use for reduced setbacks

Requested zoning: Single Family District (R-1) Specific Use for Townhouse/Garden Home

Intent Statements

The intent of the current R-1 zoning is "... to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the current Specific Use zoning is "...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

The intent of the Proposed R-1 zoning is "... to promote orderly and proper development of single-family residential units; "to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the Proposed Specific Use zoning is "...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be located west of Elgin Avenue and south of 137th Street. The Master Thoroughfare Plan, 2018, designates Elgin Avenue as a Collector Street. Collectors are designed for medium volumes of vehicles operating at lower speeds (i.e., 30-35 mph) and 137th Street as a local street. Local streets typically provide access to smaller destination-oriented areas.

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 residential low density uses. The proposed zone change to R-1 Specific Use for Townhouses/ Garden Homes would be in conformance with this designation and would be in conformance with the principles of the 2040 Comprehensive Plan. This request would be appropriate adjacent to other residential uses.

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 use and may need additional public improvements to support the intensity of uses described in the C-4 zoning district, 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

Cassie Bermea Victor Escamilla

Planner Planning and Zoning Manager

Planning Department Planning Department

806-775-2096 806-775-3029

cassiebermea@mylubbock.us vescamilla@mylubbock.us

Case Information: Zone Case 3257-P



Allowable Uses: Single Family District (R-1) Specific Use for Townhouse/Garden home

Transportation: The proposed development has points of access from Elgin Avenue and 137th

Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Elgin Avenue, Collector, partial	R.O.W. 46 feet, -lane, undivided, paved	R.O.W. 46 feet, four- lane, undivided, paved
137 th Street, Local Street (Complete)	R.O.W. 45 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 4

- 5.5 **Zone Case 3257-P:** Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, request for a zone change from Single-Family District (R-1) Specific Use for Reduced Setbacks to Single-Family District (R-1) Specific Use for Townhouse/Garden Home, at:
 - Generally located west of Elgin Avenue and south of 137th Street on 3 acres of unplatted land out of Block AK, Section 1.

PLANNER CASSIE BERMEA stated that there were fifteen (15) notifications sent out and zero (0) returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommended approval of the request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, stated that this was part of the Viridian Development, between Indiana Avenue and University Avenue, just south of Loop 88. The location is in the middle of that square-mile. The proposed use of the area as a community center for the neighborhood was already approved, but the amount of land set aside for that was more than needed. The excess land would be used for townhomes.

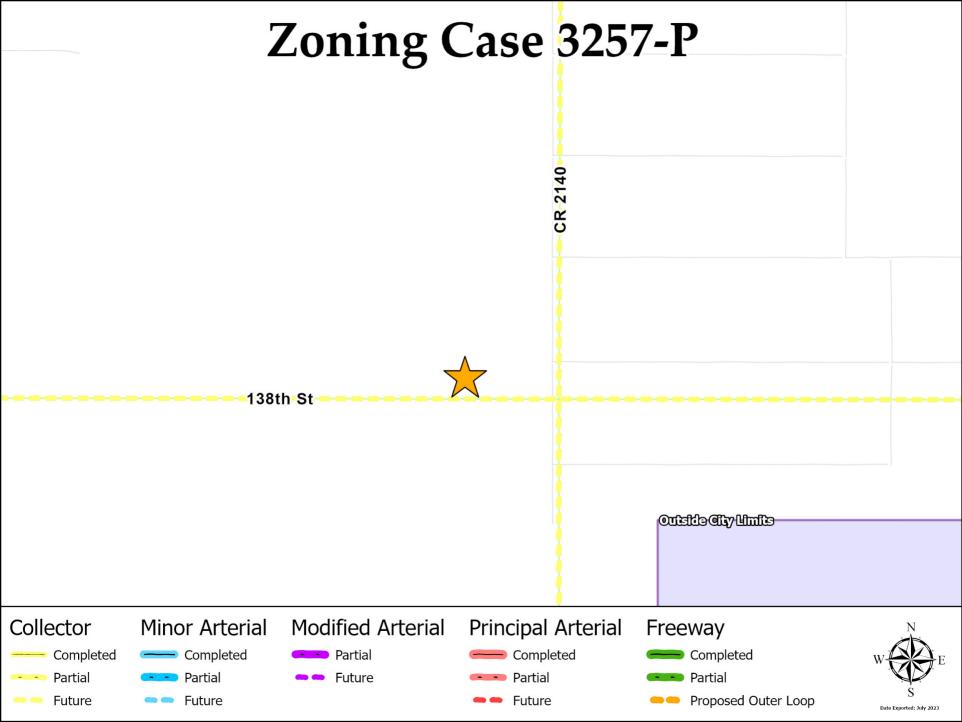
No one spoke in favor or in opposition to this request.

Attachment A Page 1 of 2

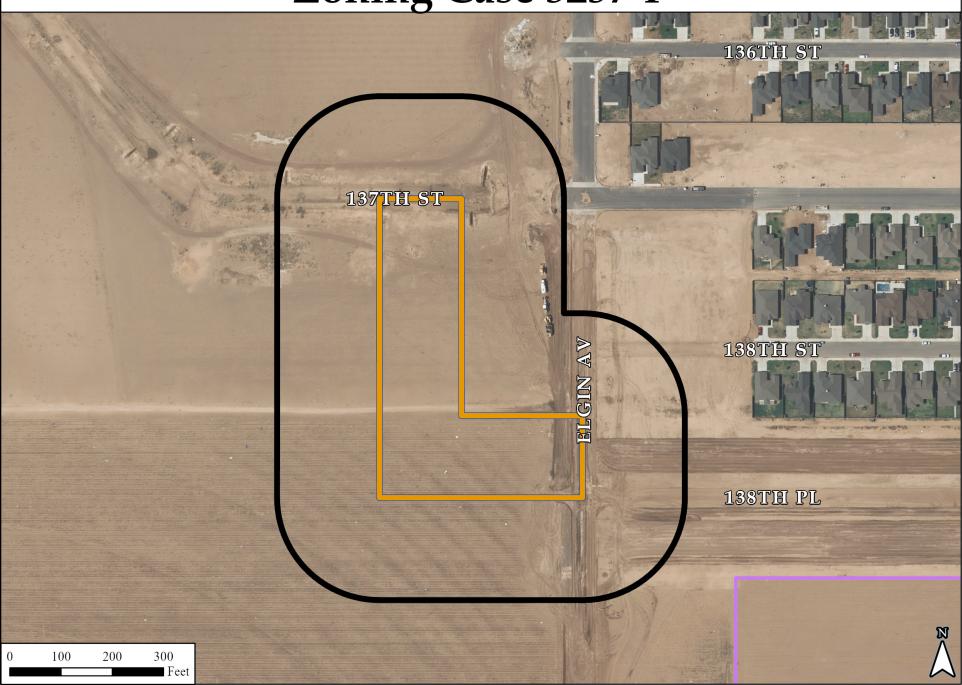
Zone Case 3257-P

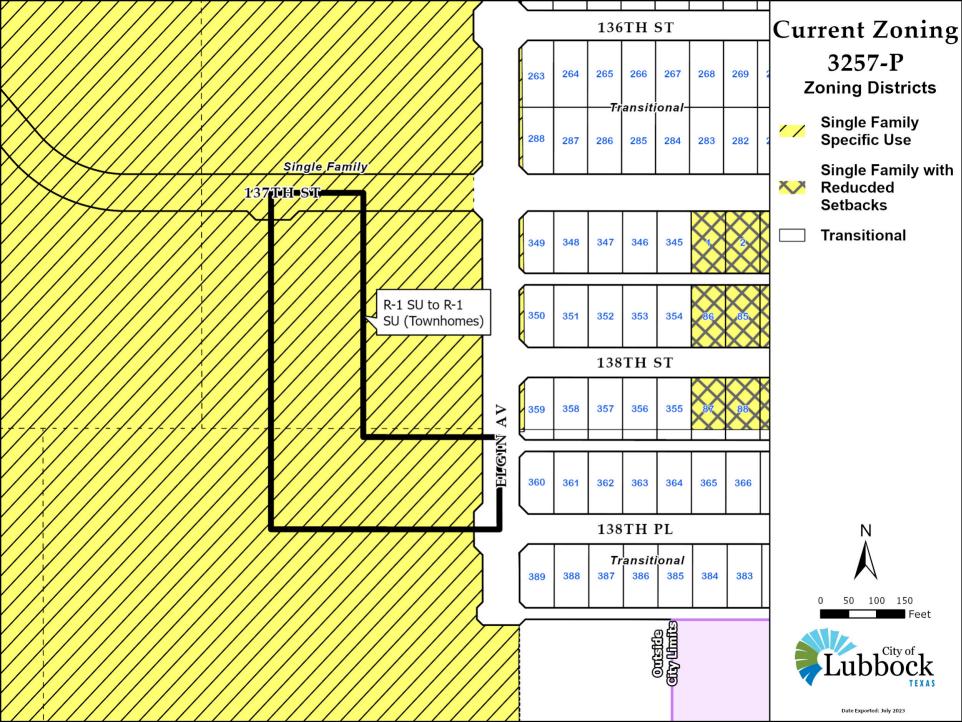
In the matter of **Zone Case 3257-P,** a motion was made by **JAMES BELL** and seconded by **AVIRAJ PATEL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

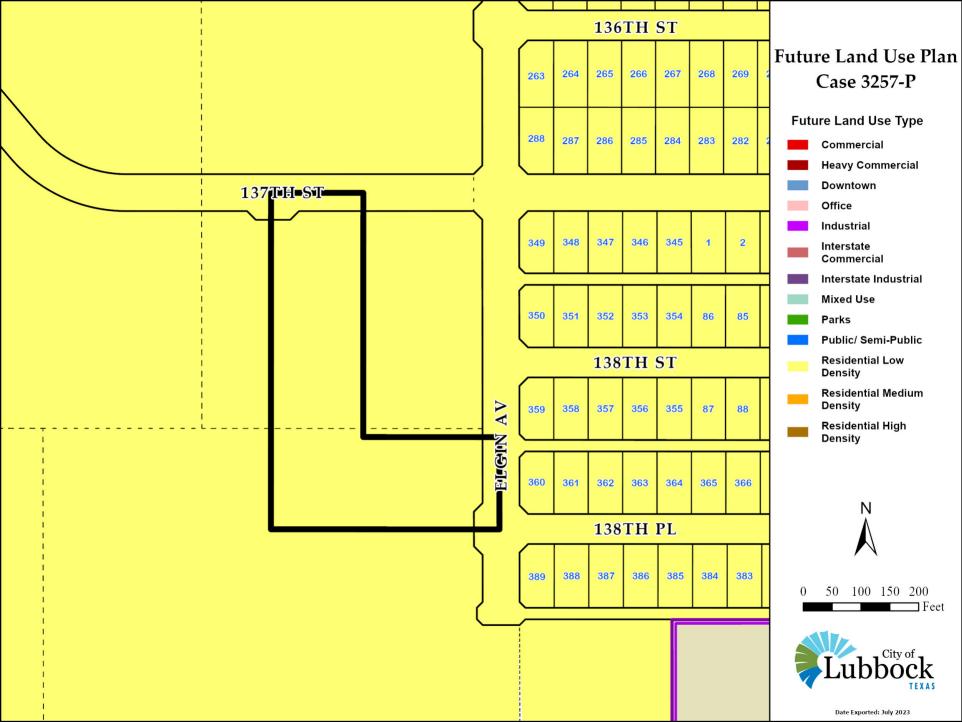
Attachment A Page 2 of 2



Zoning Case 3257-P



















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

APPLICATION FOR ZONING CHANGE

Project Information			
Location or Address: West of Elgin Avenue, generally between 137th Street and 138th Place			
Lots/Tracts: See metes and bounds description			
Survey & Abstract: Section 1, Block AK			
Metes and Bounds Attached: Yes ☑ No □ Total Acreage of Request: 3.0			
Existing Land Use: Vacant Land Existing Zoning: R-1 Specific Use			
Requested Zoning: R-1 Specific Use (for townhomes)			
If property is not subdivided, will a preliminary plat be submitted? Yes □ No ☑			
Representative/Agent Information (if different from owner)			
Firm Name: Hugo Reed and Associates, Inc.			
Name:_Terry Holeman			
Address: 1601 Avenue N City: Lubbock State: TX			
ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com			
Applicant's Signature: Terry Holeman			
Date: 06/21/2021 Printed Name: Terry Holeman			
Owner Information			
Firm Name: 1585 Development, LLC and Rocket Partners I, LLC			
Owner: Thomas Payne on behalf of 1585 Development, LLC and Rocket Partners I, LLC			
Address: PO Box 64664 City: Lubbock State: TX			
ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com			
Property Owner's Signature:			
Date: 6-21-23 Printed Name: Thomas Payne			
Preparer Information Printed Name: Thomas Payne			
Preparer Information Preparer's Signature:			
Printed Name: Thomas Payne Preparer Information Preparer's Signature: Date: Printed Name:			
Printed Name: Thomas Payne Preparer Information Preparer's Signature: Date: Printed Name: Printed Name:			
Printed Name: Thomas Payne Preparer Information Preparer's Signature: Date: Printed Name: Printed Name: Printed Name: Printed Name: Printed Name:			

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



Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement with the Lubbock Economic Development Alliance, Inc, for the requested annexation of an area of land generally described as 411 acres north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.

Item Summary

Lubbock Economic Development Alliance, Inc. is the owner of the tract of land containing approximately 411 acres north of East 4th Street and east of East Loop 289, located in Section 4, Block A, in Lubbock County.

On August 22, 2023, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and the property owner, based on the original petition to annex 106 acres.

Amendment No. 1 to the Municipal Service Plan will update the acreage referenced in the Plan to 411 acres.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning

Attachments

Resolution - Amend Annex Agreement - LEDA Amended Annex Agreement - LEDA Annexation Map - LEDA Petition - LEDA

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amended Municipal Services Agreement, by and between the City of Lubbock and the Lubbock Economic Development Alliance, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

•	
Passed by the City Council on	·
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Eli	
Erik Rejino, Assistant City Manager	
APPROVED AS TO FORM:	
alli Rusuri	
Kelli Leisure, Senior Assistant City Attorn	cy

ccdocs/RES.Amended MS Agreement_LEDA 9.6.23

AMENDEDED MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF LUBBOCK, TEXAS AND LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

This Amended Municipal Services Agreement ("Agreement") is entered into on ______ day of ______, 2023 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lubbock Economic Development Alliance, Inc. ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner previously petitioned the City to annex approximately 106 acres in the extraterritorial jurisdiction of the City, and on August 22, 2023, via Resolution No. 2023-R0417 the City approved a municipal services agreement detailing services to be provided to the Property upon annexation;

WHEREAS, the Owner has need to amend the Agreement that was entered into on August 22, 2023 to include more area to the Property to support ongoing economic development initiatives;

WHEREAS, the Owner owns a certain parcel of land situated which consists of an additional 305 acres of land in the City's extraterritorial jurisdiction which shall be added to the Property in Agreement entered into on August 22, 2023, for a total of approximately 411 acres requested for annexation, with the total area of such property being more particularly described and set forth in Exhibit "A" attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex the Property, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit "B" attached to and incorporated herein ("Petition");

WHEREAS, Exhibits "A-B" attached herein to this Amendment fully replace the original Exhibits in the previously-approved Agreement;

WHEREAS, the City and the Owner desire to set out the City services to be provided for

the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Amended Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

- 1. **PROPERTY**. This Amended Agreement is only applicable to the Property, which is the subject of the annexation.
- INTENT. It is the intent of the City that this Amended Agreement provide for the
 delivery of full, available municipal services to the Property in accordance with the service
 plan below and state law, which may be accomplished through any means permitted by
 law.

3. MUNICIPAL SERVICES.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Amended Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

- a. Existing Services: None
- b. Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. Existing Services: None

b. Services to be Provided: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. First Responder Emergency Medical Services can be afforded to the annexed area with an acceptable response time within current appropriation. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. Existing Services: None

b. Services to be Provided: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

a. Existing Services: None

b. Services to be Provided: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. Existing Services: Subdivisions of land within the five-mile extraterritorial

jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. Existing Services: None

b. Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

- a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.
- b. Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

- a. Existing Services: City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.
- b. Services to be Provided: Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built by the Owner along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate

pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built by the Owner once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The Owner of the Property will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

c. Proposed Access: The Owner shall avoid routing commercial traffic through the surrounding residential areas. The Owner shall dedicate full Right of Way for an Arterial section (100') along Wood Ave, and build the full Collector section along Wood Ave from East 4th Street to East Erskine. If the Owner cannot acquire access to East 4th Street along Wood Ave, the Collector may diverge from a North/South orientation and connect to East 4th Street through R52519 and/or R40399. The full Collector Right of Way and pavement widths are specified in Plate No. 38-1 in the City of Lubbock Engineering Minimum Design Standards and Specifications. The Owner shall provide through access from East 4th Street to East Erskine Street to facilitate commercial traffic and provide access for emergency services. The Owner shall dedicate 50' of Right of Way along East Erskine Street from Wood Ave to CR 2900 in conformance with the Master Thoroughfare Plan.

xii. Storm Water Management Services

a. Existing Services: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. Services to be Provided: As land is developed, the Owner shall provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff shall review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance shall be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff shall review each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight (i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff). There is a playa lake on this property and at a

minimum, the Drainage Criteria Manual shall be followed to address any storm water flow. Dedication of a Storm Water Drainage and Impoundment Easement shall be required for the playa lake and conveyance paths.

xiii. Street Lighting

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

- a. Existing Services: None
- b. Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

- a. Existing Services: None
- b. Services to be Provided: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Owner. If estimated water usage, sewer discharge rates, and sewer quality data is submitted, requirements may need to be adjusted.

c. Required Improvements:

- The Owner shall connect to the existing 12" water line in East 4th Street, which shall be extended along Auburn from Sumac to Wood Ave;
- 2. A second 12" feed shall be installed by the Owner. There is an

existing 12" line along N Loop 289 near N Guava Ave;

- Owner shall conduct a water and sewer study to ensure such services to the property are available. Nearly all of the proposed annexation is outside of the City's current Water and Sewer Models and Master Plans for Capital projects;
- 4. Water shall be looped appropriately to ensure adequate fire flows as well as assuring no dead-end water mains are left within the system once developed. The Owner shall install the loop within three (3) years of installation of a dead-end water main or upon the issuance of four-hundred (400) residential building permits, or three (3) commercial building permits, whichever is first; and
- 5. The Owner of the Property shall install a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The lift station that serves this area shall be master planned with all LEDA-owned property surrounding the Property to accommodate full build-out flows, unless the lift station is to remain private. Sewer shall ultimately discharge into the existing 24" sewer interceptor nearby that runs N/S along Olive Ave and crosses East 4th Street.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted
- c. sizes of lines and meter sizes
- d. location for service connection

- e. deposits, charges, refunds
- f. cost of large mains may be partially paid by City, and other consideration, or
- g. when the City Council can declare a health hazard and install mains at public expense.

xvi. Solid Waste Services

- a. Existing Services: None
- b. Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be expected as new residential unit structures are occupied, and an increase in staffing and equipment will be needed for traditional alley/dumpster collection as development continues within this proposed annexation area and exceeds route collection averages. Should this annexation include no alley residential development or until alleys are serviceable, residential waste collection will be provided with carts and additional driver will be required when 2,000 residential unit structures are occupied. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.
- c. Service Route: Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.
- B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
- C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.
- 4. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Amended Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Amended Agreement guarantees favorable decisions by the City Page 9 of 12

Council.

- 5. SEVERABILITY. If any part, term, or provision of this Amended Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. INTERPRETATION. The Parties to this Amended Agreement covenant and agree that in any litigation relating to this Amended Agreement, the terms and conditions of the Amended Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Amended Agreement.
- 7. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 8. NO WAIVER. The failure to either party to insist upon the performance of any term or provision of this Amended Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Amended Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 10. COUNTERPARTS. This Amended Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11. CAPTIONS. The captions to the various clauses of this Amended Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Amended Agreement.
- 12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Amended Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004

A. The City discloses that the Landowner is not required to enter into this agreement,

however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

- B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;
- C. The procedural mechanisms in order to annex the Landowners property shall be as follows:
 - 1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;
 - 2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:
 - a. All of the services the City will provide to the property once annexed; and
 - b. A schedule of any services the City will provide at a later time, if not at the time of annexation.
- D. The above procedures shall require the consent and signature of the City and the Landowner; and
- E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.
- 14. ENTIRE AGREEMENT. This Amended Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Amended Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK	ALLIANCE, INC.
	She Bours
TRAY PAYNE, MAYOR	John Osborne, Chief Executive Officer Page 11 of 12

ATTEST:

(as to John Osborne signature)

SUBSCRIBED AND SWORN TO BEFORE ME on the day of day of day of span bur, 20 20, to certify which witness my hand and official seal.

Courtney Paz, City Secretary

[Seal]

[Signature]

[Signature]

[Printed hame]

[Subscriber (Seal)]

[Signature]

[Printed hame]

[Subscriber (Seal)]

[Signature]

[Printed hame]

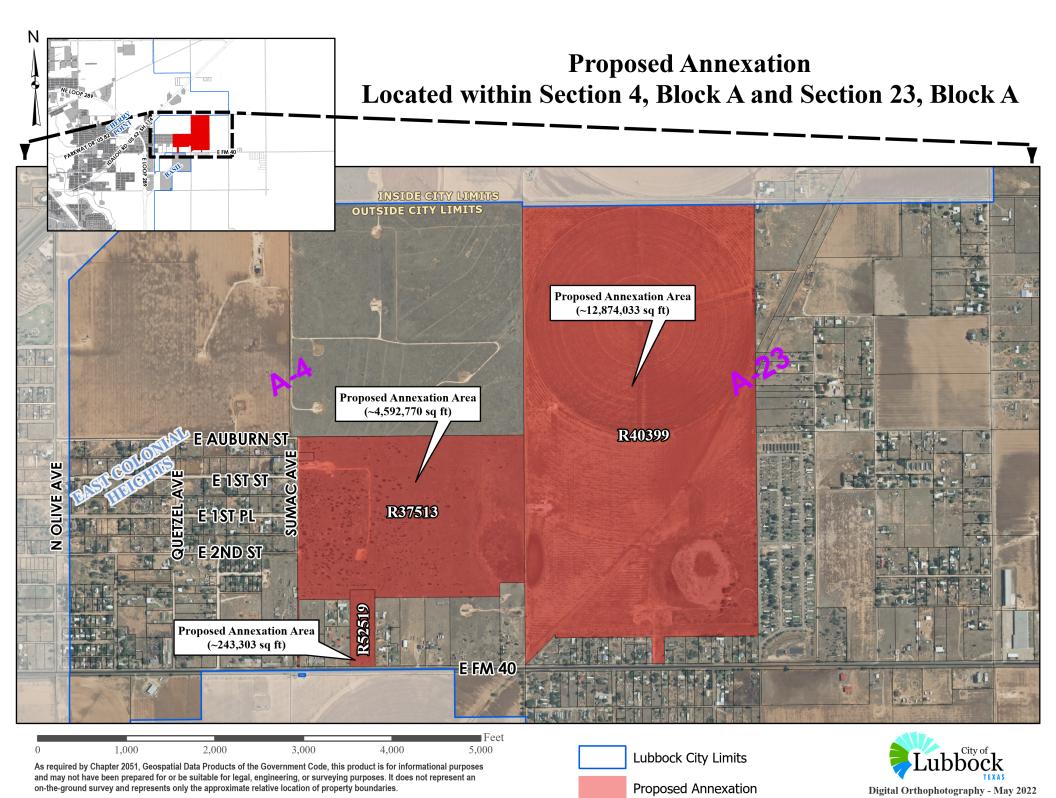
[Notary Public in and for

the State of Texas

APPROVED AS TO FORM:

sten Sager, Director of Planning

Kelli Leisure, Senior Assistant City Attorney





VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:		
☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.		
☑ Annexation petition provided by City of Lubbock with notarized signature(s).		
☐ Map of the subject property.		
☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.		
Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.		
☑ One digital copy of all of the above.		
☐ If designating a representative, the affidavit designating representative with notarized signature(s).		
Property Owner(s): Lubbock Economic Development Alliance, Inc.		
Address: 1500 Broadway, Suite 600		
Address: Lubbock, TX 79401		
Telephone: (806) 723-8242 jana@marketlubbock.org		
Telephone: (806) 723-8225 <u>Email: katy@marketlubbock.org</u>		
Acreage of property: 410.71 acres Number of lots and proposed use: 3 properties (R37513, R52519 & R40399)		
To be used for future economic development opportunities.		
Check one:		
 ☑ I will represent my application and petition before city staff and the City Council. ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council. 		
Jana Johnston Digitally signed by Jana Johnston Date: 2023.03.20 09:57:40 -05'00'		

Owner of record signature

<u>Please note:</u> The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

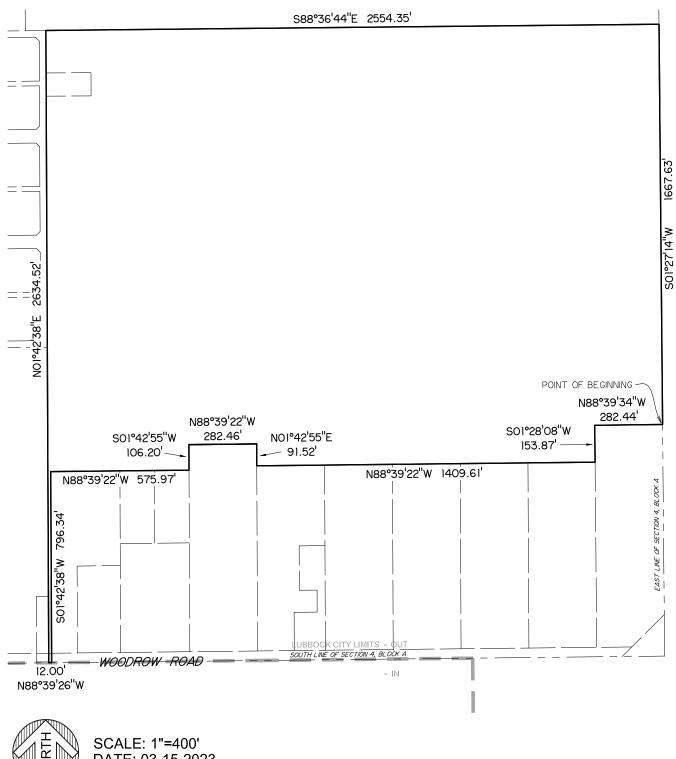
The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Buddek county, is not more than one han inne in	with the time petition is signed and daily define wiedged by each
and every person having an interest in said land.	
	ned: ana chast Coofcro
Sig	ned:
THE STATE OF TEXAS	
COUNTY OF TX KLOCK	
BEFORE ME, the undersigned authority, on this day	y personally appeared JANA Johnston,
	_, and, known to me to
be the persons whose names are subscribed to the fore	egoing instrument and each acknowledged to me that he or she executed
the same for the purposes and consideration therein	expressed.
Given under my hand and seal of office, this	k day of Youth , 20 23 .
LINDA M. DAVIS Notary Public, State of Texas Notary ID# 498103-2 My Commission Expires 04-05-2025	Notary Public in and for

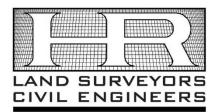
Texas.

105.867 acres **Sketch Illustrating Proposed Annexation**





DATE: 03-15-2023



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

METES AND BOUNDS DESCRIPTION of a 105.867 acre tract of land, being all of that 105.44 acre tract and all of that 0.4146 acre tract, both being described under County Clerk File Number 2023026576, Official Public Records of Lubbock County, Texas, and a portion of F.M. Road 40 right-of-way as described in Volume 215, Page 187, Deed Records of Lubbock County, Texas, all being located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, said 105.867 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of Section 4, Block A, at the Northeast corner of a 5.8 acre tract described under County Clerk File Number (CCFN) 2019027588, Official Public Records of Lubbock County, Texas (OPRLCT), for the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 282.44 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under CCFN 2009024615 (Second Tract), OPRLCT, and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2009024615 (First Tract), OPRLCT, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2011030017, OPRLCT, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2018044161, OPRLCT, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2014023968, OPRLCT, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under CCFN 2014044724, OPRLCT, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas (RPRLCT), and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a total distance of 282.46 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under CCFN 2017014380, OPRLCT, and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under CCFN 2017014379, OPRLCT, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2007029664, OPRLCT, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, at 756.57 feet pass a 1/2" iron rod found in the North right-of-way line of said F. M. Road 40 as described in Volume 215, Page 187, DRLCT, at the Southwest corner of said 5.0 acre tract, continuing for a total distance of 796.34 feet to a point in the South line of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, and in the Southern boundary of a 154.1 acre tract described in Volume 3972, Page

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

166, RPRLCT, said point also being in the North line of that portion of the present city limits as established by City of Lubbock Ordinance No. 2021-00093;

THENCE N. 88°39'26" W., along the South line of said Section 4, the Southern boundary of said 154.1 acre tract, and said present city limits, a distance of 12.00 feet to a point for the Southwest corner of said 154.1 acre tract, the Southeast corner of a 0.3 acre tract described in Volume 6718, Page 262, RPRLCT, and Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and the Eastern boundary of said 0.3 acre tract, at 39.77 feet pass a 1/2" iron rod with cap marked "HRA" found in the North right-of-way line of said F.M. Road 40, at 277.50 feet pass the Northeast corner of said 0.3 acre tract and a corner of a 12.3 acre tract as described under CCFN 2016014044, OPRLCT, continuing along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 12.3 acre tract, and the East right-of-way of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626, DRLCT, at 2360.94 feet pass a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128, RPRLCT, at 2457.54 feet pass a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 0.4146 acre tract, continuing along the Western boundary of said 154.1 acre tract and the East right-of-way line of said Sumac Avenue, for a total distance of 2634.52 feet to a 1/2" iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548, DRLCT, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract:

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract;

THENCE S. 01°27'14" W., along the East line of said Section 4, a distance of 1667.63 feet to the Point of Beginning.

Contains: 105.867 Acres

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

Surveyed on the ground March 16, 2021 Revised July 24, 2023 for annexation purposes

Brent Carroll

Registered Professional Land Surveyor No. 5410

State of Texas





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

CORRECTION GENERAL WARRANTY DEED

[Pursuant to §5.029, Tex. Prop. Code] (STC-tl/GF#47124)

Dated as of: Thu 10

2023, to be effective March 31, 2021

Grantor:

BLUE GOOSE, LTD., a Texas limited partnership, as to Tract I and Tract II, and NATALIE

DAY CARMONA, Independent Executrix of the Estate of Bobby G. Day, Deceased, as to

Tract III

Grantor's Mailing Address:

6309 Indiana Avenue, Suite B Lubbock, Texas 79413

Grantee:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit

corporation

Grantee's Mailing Address:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

1500 Broadway, 6th Floor Lubbock County, Texas 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Three (3) tracts of land located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being described on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing restrictions, easements, rights-of-way, and other matters that affect the Property, except liens (other than any lien securing taxes not yet due and payable) and conveyances, as shown of record in the office of the County Clerk of Lubbock County, Texas or as would be disclosed by a survey and inspection of the Property; taxes for 2021, which Grantee assumes and agrees to pay; and subsequent assessments for 2021 and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors

to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THB PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

This Correction General Warranty Deed is made in place of, and to correct a General Warranty Deed dated March 31, 2021, and recorded in Document No. 2021015592 of the Official Public Records of Lubbock County, Texas. The legal description for Tract 1 on Exhibit "A" attached to the original deed contained a legal description that failed to include a portion of real property intended to be conveyed by Blue Goose, Ltd. to Grantee. This Correction General Warranty Deed is made by Grantors and accepted by Grantee to correct the error, is to be effective as of March 31, 2021, and in all other respects confirms the former deed.

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

GRANTOR:

BLUE GOOSE, LTD., a Texas limited partnership By: BD RED BIRD, LLC, a Texas limited liability company, its General Partner

Natalia Carmona Managar

MATALIE DAY CARNIDNA, Independent Executive of Chesane

the Estate of Bobby G. Day, Deceased

otary Fablic, State of Texas

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the day of day of , 2023, by NATALIE DAY CARMONA, as Independent Executrix of the Estate of Bobby G. Day, Deceased and as Manager of BD RED BIRD, LLC, a Texas limited liability company, in its capacity as general partner of BLUE GOOSE, LTID., a Texas limited partnership.

My Commission Expires March 08, 2024

MARY JARAMILLO ID #11292228

ACCEPTED BY GRANTEE:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation

By:

John Osborne, Chief Executive Officer

and President

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 120th day of 2023, by John Osborne, Chief Executive Officer and President of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation, on behalf of said corporation.

LINDA M. DAVIS

Notary Public, State of Texas

Notary ID# 498103-2

My Commission Expires 04-05-2025

Notary Public, State of Texas

EXHIBIT "A"

Tract I:

METES AND BOUNDS DESCRIPTION of a 105.44 acre tract of land out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of said Section 4 for the Northeast corner of a 5.8 acre tract described under County Clerk File No. 2019027588 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 282.44 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (Second Tract) of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (First Tract) of the Official Public Records of Lubbock County, Texas, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2011030017 of the Official Public Records of Lubbock County, Texas, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2018044161 of the Official Public Records of Lubbock County, Texas, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County. Texas, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a

Tract I (Cont.):

total distance of 282.46 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under County Clerk File No. 2017014380 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under County Clerk File No. 2017014379 of the Official Public Records of Lubbock County, Texas, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2007029664 of the Official Public Records of Lubbock County, Texas, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, a distance of 756.57 feet to a 1/2" iron rod found in the North right-of-way line of F. M. Road 40 as described in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 5.0 acre tract and a corner of this tract;

THENCE N. 88°39'15" W., along said right-of-way line, a distance of 12.00 feet to a 1/2" iron rod with cap marked "HRA" found in the Western boundary of said 154.1 acre tract and the Eastern boundary of a 0.3 acre tract described in Volume 6718, Page 262 of the Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 0.3 acre tract, the Eastern boundary of a 12.3 acre tract described under County Clerk File No. 2016014044 of the Official Public Records of Lubbock County, Texas and the East right-of-way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, a distance of 2321.17 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°17'22" E., along the Southern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Eastern boundary of said 0.4146 acre tract, a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 88°17'22" W., along the Northern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set in the Western boundary of said 154.1

Tract I (Cont.):

acre tract and said East right-of-way line, for the Northwest corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and said East right-of-way line, a distance of 176.98 feet to a 1/2" iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548 of the Deed Records of Lubbock County, Texas, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract;

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract:

THENCE S. 01°27'14" W., along the East line of said Section 4, a distance of 1667.63 feet to the Point of Beginning.

Tract II:

EASEMENT ESTATE: METES AND BOUNDS DESCRIPTION of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the North right-of-way line of F. M. Road 40 described in Volume 215, Pg. 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, the Southeast corner of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this tract, which bears N. 88°39'26" W. a distance of 1695.80 feet and N. 01°42'55" E. a distance of 39.72 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'15" W., along said right-of-way line and the Southern boundary of said 5.6 acre tract, a distance of 30.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 01°42'55" E. a distance of 862.80 feet to an 80 penny nail set in the Northern boundary of said 5.6 acre tract, for the Northwest corner of this tract;

THENCE S. 88°39'22" E., along the Northern boundary of said 5.6 acre tract, a distance of 30.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract and this tract;

Tract II (Cont.):

THENCE S. 01°42'55" W., along the Eastern boundary of said 5.6 acre tract, at 91.52 feet pass a 1/2" iron rod with cap set for the Northwest corner of said 5.0 acre tract, continuing for a total distance of 862.80 to the Point of Beginning.

Tract III:

METES AND BOUNDS DESCRIPTION of a 0.4146 acre tract of land, being that same tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas, out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the Western boundary of said 154.1 acre tract and the East right-of-way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract, which bears N. 88°39'26" W. a distance of 2566.16 feet and N. 01°42'38" E. a distance of 2360.94 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 01°42'38" E. along the Western boundary of said 154.1 acre tract and the East right-of-way line of said Sumac Avenue a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°17'22" E. a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of this tract;

THENCE S. 01°42'38" W. a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE N. 88°17'22" W. a distance of 186.96 feet to the Point of Beginning.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk Lubbock County, TEXAS 07/13/2023 12:32 PM FEE: \$50.00 2023026576



WARRANTY DEED (STC-jh/GF#48379)

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

Date: <u>June 3</u>, 2021

Grantor: SAMUEL GONZALES, a married person, but not herein joined by my spouse for the reason that the Property is not now, nor has it ever constituted any part of our homestead

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas corporation

Grantee's Mailing Address: 1500 Broadway, Suite 600, Lubbock, Lubbock County, Texas 79401

Consideration: \$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property (including any improvements):

A 5.59 acre tract of land out of the East 151.98 acres of the SE 1/4 of Section 4, Block A, Cert. 403, Lubbock County, Texas, as recorded in Volume 3511, Page 334, Real Property Records of Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a ½" rod set in the North ROW of F.M. Highway 40 as recorded in Volume 215, page 187, Deed Records of Lubbock County, Texas, for the Southwest corner of this survey from whence the Southwest corner of that tract of land described in Volume 3511, Page 334, Real Property Records of Lubbock County, Texas bears S 89°37'55" W. 582.0', and the Southwest corner of Section 4 bears S 89°37'55" W. 3311.67' and S 0°00'28" W. 40.0';

THENCE N 89°37'55" E. along the North ROW of F.M. 40 a distance of 282.54' to a ½" rod set for the Southeast corner of this survey;

THENCE N 0°00'28" E at 770.95' pass a ½" rod for the Northwest corner of a 5.0 acre tract, continuing for a distance of 862.51' to a ½" rod set for the Northeast corner of this survey;

THENCE S 89°37'55" W a distance of 282.54' to a 1/2" rod set for the Northwest corner of this survey;

THENCE S 0°00'28" W at 106.24' pass a ½" rod for the Northeast corner of a 5.0 acre tract, continuing for a distance of 862.51' to the PLACE OF BEGINNING.

Together with: (1) all buildings, improvements and fixtures; (2) all rights, privileges and appurtenances pertaining to the Property, including Grantor's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (3) Grantor's interest in all leases, rents, and security deposits for all or part of the Property

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

SUBJECT TO restrictive covenants as shown of record in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas.

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 256, Page 629 of the Deed Records of Lubbock County, Texas.

SUBJECT TO title to all oil, gas, minerals and other elements not constituting part of the surface estate in the Property, together with all rights, privileges and immunities relating thereto, as well as any other interest not conveyed by use of the words "surface estate only" in that certain deed recorded in Volume 3511, Page 334 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley, including but not limited to State Highway Right-of-Way along the Southernmost portion of the Property as reflected in instrument of record in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas.

SUBJECT TO blanket gas line right-of-way granted to West Texas Gas Company in instrument of record in Volume 451, Page 481 of the Deed Records of Lubbock County, Texas.

SUBJECT TO any claim of right to enforce Restrictive Covenants against the Property based upon Restrictive Covenants set forth in instruments of record in the Southernmost portion of the Southeast Quarter (SE/4) of the Section based upon common scheme of development, and/or reciprocal negative easement.

SUBJECT TO the Property having frontage or abutting Farm Road 40 (Acuff Highway), which is a controlled access highway, set forth in instrument recorded in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Ingress and Egress Easement referencing "Revised Plat of Survey" attached as Exhibit "A" to Warranty Deed recorded in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

Grantee assumes ad valorem taxes for the year 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 14.B. of Commercial Contract - Unimproved Property by and between Grantor and Grantee dated May 5, 2021.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

AMUEL GONZALES

THE STATE OF TEXAS COUNTY OF LUBBOCK

This instrument was acknowledged before me on the ______ day of _______ SAMUEL GONZALES.

____, 2021, by

FRED H. TIMBERLAKE, JR. Notary Public, State of Texas Notary ID# 728649-3 My Commission Expires 12-07-2021

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

OFFICIAL PUBLIC RECORD

Kelly Pinion Coun

Kelly Pinion, County Clerk Lubbock County, TEXAS 06/04/2021 01:07 PM FEE: \$30.00 2021027876

Prepared in the Law Office of: TIMBERLAKE & WEAVER, P.C. 1408-A Buddy Holly Ave. Lubbock, Texas 79401

S:\TWS MERGE\STC 2021\Rev.1-McQueen-48379-WD-NAFF-5-24-jh.wpd



AFTER RECORDING RETURN TO:

Lubbock Economic Development Alliance 1500 Broadway, 6th Floor Lubbock, Texas 79401

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

GENERAL WARRANTY DEED

Dated as of: March 31, 2021

Grantor: BLUE GOOSE, LTD., a Texas limited partnership, as to Tract I and Tract II, and

BOBBY G. DAY, as to Tract III

Grantor's Mailing Address:

6309 Indiana Avenue, Suite B Lubbock, Texas 79413

Grantee:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit

corporation

Grantee's Mailing Address:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE 1500 Broadway, 6th Floor

Lubbock, Texas 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Three (3) tracts of land located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being described as "Tract I" and "Tract II", respectively, in Exhibit "A" attached hereto and being herein so called.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing restrictions, easements, rights-of-way, and other matters that affect the Property, except liens (other than any lien securing taxes not yet due and payable) and conveyances, as shown of record in the office of the County Clerk of

Lubbock County, Texas or as would be disclosed by a survey and inspection of the Property; taxes for 2021, which Grantee assumes and agrees to pay; and subsequent assessments for 2021 and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

GRANTOR:

BLUE GOOSE, LTD., a Texas limited partnership, acting by and through its general partner, BD RED BIRD, LLC, a Texas limited liability company

By: Bobby G. Day, Manager

Bolay & Day

BOBBY G. DAY

STATE OF TEXAS)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on March 31, 2021, by BOBBY G. DAY, Individually and as Manager of BD RED BIRD, LLC, a Texas limited liability company, in its capacity as general partner of BLUE GOOSE, LTD., a Texas limited partnership.



Notary Public, State of Texas
My commission expires: 03-10-2024

EXHIBIT "A"

Tract I:

METES AND BOUNDS DESCRIPTION of a 105.33 acre tract of land out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Western boundary of a 0.49 acre tract described in the boundary line agreement, made and entered into on the 18th day of April, 1979, by and between Eugenia L. Brown and Edmond A. Anderson as described in Volume 1635, Page 748 of the Deed Records of Lubbock County, Texas and in the Northern boundary of a 5.8 acre tract described under County Clerk File No. 2019027588 of the Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet and N. 88°39'34" W. a distance of 6.10 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, from whence a found 1/2" iron rod bears S. 88°39'34" E. a distance of 6.10 feet;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 276.34 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (Second Tract) of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of sald 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of sald 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (First Tract) of the Official Public Records of Lubbock County, Texas, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of sald 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2011030017 of the Official Public Records of Lubbock County, Texas, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2018044161 of the Official Public Records of Lubbock County, Texas, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a total distance of 282.46 feet to a 1/2" fron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under County Clerk File No. 2017014380 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

Tract I (Cont.)

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under County Clerk File No. 2017014379 of the Official Public Records of Lubbock County, Texas, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2007029664 of the Official Public Records of Lubbock County, Texas, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, a distance of 756.57 feet to a 1/2" Iron rod found in the North right of way line of F. M. Road 40 as described in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 5.0 acre tract and a corner of this tract;

THENCE N. 88°39'15" W., along said right of way line, a distance of 12.00 feet to a 1/2" iron rod with cap marked "HRA" found in the Western boundary of said 154.1 acre tract and the Eastern boundary of a 0.3 acre tract described in Volume 6718, Page 262 of the Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 0.3 acre tract, the Eastern boundary of a 12.3 acre tract described under County Clerk File No. 2016014044 of the Official Public Records of Lubbock County, Texas and the East right of way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, a distance of 2321.17 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°17'22" E., along the Southern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" Iron rod with cap marked "HRA" set for the Southeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Eastern boundary of said 0.4146 acre tract, a distance of 96.60 feet to a 1/2" Iron rod with cap marked "HRA" set for the Northeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 88°17'22" W., along the Northern boundary of sald 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set in the Western boundary of sald 154.1 acre tract and said East right of way line, for the Northwest corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and said East right of way line, a distance of 176.98 feet to a 1/2" Iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548 of the Deed Records of Lubbock County, Texas, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract:

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract, same being the North corner of said 0.49 acre tract described in Volume 1635, Page 748;

THENCE S. 01°39'49" W., along the Western boundary of said 0.49 acre tract, a distance of 1667.63 feet to the Point of Beginning.

Tract II:

EASEMENT ESTATE: METES AND BOUNDS DESCRIPTION of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the North right of way line of F. M. Road 40 described in Volume 215, Pg. 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, the Southeast corner of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'15" W., along said right of way line and the Southern boundary of said 5.6 acre tract, a distance of 30.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 01°42'55" E. a distance of 862.80 feet to an 80 penny nail set in the Northern boundary of said 5.6 acre tract, for the Northwest corner of this tract;

THENCE S. 88°39'22" E., along the Northern boundary of said 5.6 acre tract, a distance of 30.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract and this tract;

THENCE S. 01°42'55" W., along the Eastern boundary of said 5.6 acre tract, at 91.52 feet pass a 1/2" seen to the Northwest corner of said 5.0 acre tract, continuing for a total distance of the Point of Beginning.

Tract III:

METES AND BOUNDS DESCRIPTION of a 0.4146 acre tract of land, being that same tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas, out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" Iron rod with cap marked "HRA" set in the Western boundary of said 154.1 acre tract and the East right of way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract, which bears N. 88°39'26" W. a distance of 2566.16 feet and N. 01°42'38" E. a distance of 2360.94 feet from a 3/8" Iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 01°42'38" E. along the Western boundary of said 154.1 acre tract and the East right of way line of said Sumac Avenue a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°17'22" E. a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of this tract;

THENCE S. 01°42'38" W. a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE N. 88°17'22" W. a distance of 186.96 feet to the Point of Beginning.



WARRANTY DEED (STC-jr/GF#41726)

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

Date: December _____18__, 2020

Grantor: EVELYN ROBERTS, Trustee of the W. O. Roberts Family Trust created under the Last Will and Testament of W. O. Roberts, Deceased

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., also known as Lubbock Economic Development Alliance, a Texas Not-For-Profit Development Corporation formed pursuant to the Development Corporation Act of 1979

Grantee's Mailing Address: 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

Consideration:

\$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 299.10 acre tract, being that same tract described in Volume 7653, Page 50 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block A, John H. Gibson Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a "cross hatch" nail with washer marked "HRA" set for the Northwest corner of Section 23, Block A, John H. Gibson Survey, Lubbock County, Texas, same being the Northwest corner of this tract;

THENCE N. 89°59'57" E., along the North line of said Section 23, a distance of 2622.52 feet to a 1/2" iron rod found at the Northwest corner of an 11.8 acre tract described under County Clerk File No. 2020033841 of the Official Public Records of Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 00°01'31" W., along the Western boundary of various tracts, at 50.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, at 2623.90 feet pass a 3/4" iron pipe found at the Southwest corner of a 1.0 acre tract described under County Clerk File No. 2008020881 of the Official Public Records of Lubbock County, Texas and the Northwest corner of a 40.0 acre tract described under County Clerk File No. 2018048217 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 40.0 acre tract for a total distance of 4924.86 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 0.6 acre tract described under County Clerk File No. 2017020118 of the Official Public Records of Lubbock County, Texas and the most Easterly Southeast corner of this tract;

THENCE West, along the Northern boundary of various tracts, continuing for a total distance of 1063.21 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of a 1.3 acre tract described in Volume 3464, Page 252 of the Real Property Records of Lubbock County, Texas and an "ell" corner of this tract;

THENCE South, along the Western boundary of said 1.3 acre tract and a 0.3 acre tract described in Volume 6671, Page 146 of the Real Property Records of Lubbock County, Texas, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HRA" set in the North line of a 40 foot right-of-way easement described in Volume 215, Page 189 of the Deed Records of Lubbock County, Texas, for the Southwest corner of said 0.3 acre tract and the most Southerly Southeast corner of this tract;

THENCE West, along said easement line, a distance of 135.39 feet to a 3/4" iron pipe found at the Southeast corner of a 1.4 acre tract described in Volume 423, Page 336 of the Deed Records of Lubbock County, Texas, and a corner of this tract;

THENCE North, along the Eastern boundary of said 1.4 acre tract, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 1.4 acre tract and an "ell" corner of this tract;

THENCE West, along the Northern boundary various tracts, a distance of 1088.00 feet to a 1/2" iron rod with cap marked "HRA" set for an "ell" corner of a 1.5 acre tract described under County Clerk File No. 2009030777 of the Official Public Records of Lubbock County, Texas and an "ell" corner of this tract;

THENCE North, along the Northern boundary of said 1.5 acre tract, a distance of 29.89 feet to a 3/8" iron rod found at the Northwest corner of said 1.5 acre tract and a corner of this tract;

THENCE S. 45°57'07" W., along the Western boundary of said 1.5 acre tract, a distance of 474.47 feet to a 1/2" iron rod with cap marked "HRA" set in said easement line, for the Southwest corner of said 1.5 acre tract and a corner of this tract;

THENCE West, along said easement line, a distance of 5.79 feet to a 1/2" iron rod with cap marked "HRA" set in the West line of said Section 23 for the Southwest corner of this tract;

THENCE N. 00°08'36" E., along the West line of said Section 23, at 5174.84 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 5224.84 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 210, Page 267 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Unitization or Pooling Agreements as set forth in instruments of record Volume 1195, Page 549; Volume 1196, Page 529; Volume 1211, Page 257; Volume 1219, Page 7 and Volume 1221, Page 353 of the Deed Records of Lubbock County, Texas.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

SUBJECT TO the Property having frontage or abutting Farm Road 40 (Acuff Highway), which is a controlled access highway, set forth in instrument recorded in Volume 215, Page 189 of the Deed Records of Lubbock County, Texas, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Right-of-way easement granted to American Telephone and Telegraph Company in instrument of record in Volume 3535, Page 40 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO Right-of-way easement granted to E. E. Harbin, Jr. in instrument of record in Volume 1257, Page 7 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Easement Contract with Service Pipe Line Company in instrument of record in Volume 1239, Page 189 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Cathodic Protection Unit Contract recorded in Volume 1120, Page 50 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Right-of-Way Contract - Option granted to Stanolind Pipe Line Company in instrument of record in Volume 355, Page 634 of the Deed Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO those matters reflected on Perimeter and Improvement Survey of the Property prepared by Brent Carroll, Registered Professional Land Surveyor No. 5410, State of Texas, dated December 11, 2020, including but not limited to occupied County Road Right-of-Way identified as County Road 6500/Erskine Street along North boundary, utility lines and poles crossing North boundary, evidence of telephone line right-of-way in Northeast corner of Property, fences being located off property lines, pipeline crossing Northeast portion of Property, the location of which is evidenced by pipeline signs, further evidence of telephone right-of-way identified by "AT&T" signs along East boundary, "pump jack" locations across Property, together with overhead utility lines, location of right-of-way easements, tanks, overhead utility lines and poles along West boundary, and potential encroachment of center pivot system across rights-of-way.

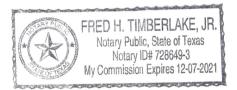
Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Farm and Ranch Contract by and between Grantor and Grantee dated January 28, 2020.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EVELYN ROBERTS, Trustee of the W. O. Roberts Family Trust created under the Last Will and Testament of W. O. Roberts, Deceased

THE STATE OF TEXAS COUNTY OF LUBBOCK



Notary Public, State of Texas

Prepared in the Law Office of:

TIMBERLAKE & WEAVER, P.C. 1408-A Buddy Holly Ave. Lubbock, Texas 79401

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

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Kelly Pinion, County Clerk Lubbock County, TEXAS 12/29/2020 03:33 PM FEE: \$38.00



Information

Agenda Item

Public Hearing - Planning: Hold a public hearing and consider an ordinance for a request for annexation, from the Lubbock Economic Development Alliance, Inc., to annex an area of approximately 411 acres, adjacent to the eastern city limits of the City of Lubbock, north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.

Item Summary

On August 22, 2023, the City Council approved a resolution adopting the Municipal Service Plan for 106 acres of the request, which was agreed upon by the City of Lubbock and the property owners.

On September 12, 2023, the City Council will consider Amendment No. 1 to the Municipal Service Plan, increasing the total acreage to 411 acres.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 411 acres, adjacent to the eastern city limits of the City of Lubbock, north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits, along with the adjacent right-of-way.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning

Attachments

Ordinance - LEDA Annexation Amended Annex Agreement - LEDA Annexation Map - LEDA Petition - LEDA

NO.	NO.	NCE	INA	ORD
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AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 411 ACRES, ADJACENT TO THE CITY LIMITS OF THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WITH SUCH PROPERTY BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock (the "City Council"), received from the property owners (the "Petitioners") of property generally described as approximately 411 acres, adjacent to the city limits of the City of Lubbock, Lubbock County, Texas contiguous to the city limits (the "Property"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

WHEREAS, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into an Amended Municipal Services Agreement (the "Agreement"), by and between the City of Lubbock and the Petitioners at the City Council's regularly scheduled meeting on September 12, 2023, with a copy of the Amended Agreement being attached to and incorporated herein as "Exhibit A"; and

WHEREAS, the City Council directed that the annexation of the Property contemplated in the Amended Agreement be effectuated through this Ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Property into the City of Lubbock through this Ordinance; NOW THEREFORE,

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

SECTION 1. THAT the Property is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Property is depicted and described in the attached "Exhibit A," and is incorporated herein for all intents and purposes. Such Property is contiguous to the existing corporate limits of the City of Lubbock, Texas.

SECTON 2. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Property. Should this Ordinance for any reason be ineffective as to any part or parts of the Property hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Property.

SECTION 3. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Property annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT upon the effective date of this Ordinance, any current or future inhabitant of the Property shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on Passed by the City Council on second reading on				
ATTEST:				
Courtney Paz, City Secretary				
APPROVED AS TO CONTENT: Kristen Sager, Director of Planning				
APPROVED AS TO FORM:				

Ord. Annexation – LEDA Petition Annexation 2023 9.6.23

Kelli Leisure, Senior Assistant City Attorney

AMENDEDED MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF LUBBOCK, TEXAS AND LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

This Amended Municipal Services Agreement ("Agreement") is entered into on ______ day of ______, 2023 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lubbock Economic Development Alliance, Inc. ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner previously petitioned the City to annex approximately 106 acres in the extraterritorial jurisdiction of the City, and on August 22, 2023, via Resolution No. 2023-R0417 the City approved a municipal services agreement detailing services to be provided to the Property upon annexation;

WHEREAS, the Owner has need to amend the Agreement that was entered into on August 22, 2023 to include more area to the Property to support ongoing economic development initiatives;

WHEREAS, the Owner owns a certain parcel of land situated which consists of an additional 305 acres of land in the City's extraterritorial jurisdiction which shall be added to the Property in Agreement entered into on August 22, 2023, for a total of approximately 411 acres requested for annexation, with the total area of such property being more particularly described and set forth in Exhibit "A" attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex the Property, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit "B" attached to and incorporated herein ("Petition");

WHEREAS, Exhibits "A-B" attached herein to this Amendment fully replace the original Exhibits in the previously-approved Agreement;

WHEREAS, the City and the Owner desire to set out the City services to be provided for

the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Amended Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

- 1. **PROPERTY**. This Amended Agreement is only applicable to the Property, which is the subject of the annexation.
- 2. **INTENT**. It is the intent of the City that this Amended Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Amended Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

- a. Existing Services: None
- b. Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. Existing Services: None

b. Services to be Provided: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 5, located at 1101 Zenith Ave, Station No. 2, located at 1515 E. Ursuline Street, and Station No. 10, located at 4810 MLK Blvd. Station No. 5 is approximately 1.8 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 2 is approximately 3.1 miles from the proposed annexation with an approximate response time of 4 to 5 minutes. Station No. 10 is approximately 4.0 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. First Responder Emergency Medical Services can be afforded to the annexed area with an acceptable response time within current appropriation. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. Existing Services: None

b. Services to be Provided: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date. These services can be provided within the department's current budget.

iv. Building Safety Services

a. Existing Services: None

b. Services to be Provided: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. Existing Services: Subdivisions of land within the five-mile extraterritorial

jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. Existing Services: None

b. Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

- a. Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.
- b. Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

- a. Existing Services: City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.
- b. Services to be Provided: Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built by the Owner along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate

pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built by the Owner once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The Owner of the Property will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

c. Proposed Access: The Owner shall avoid routing commercial traffic through the surrounding residential areas. The Owner shall dedicate full Right of Way for an Arterial section (100') along Wood Ave, and build the full Collector section along Wood Ave from East 4th Street to East Erskine. If the Owner cannot acquire access to East 4th Street along Wood Ave, the Collector may diverge from a North/South orientation and connect to East 4th Street through R52519 and/or R40399. The full Collector Right of Way and pavement widths are specified in Plate No. 38-1 in the City of Lubbock Engineering Minimum Design Standards and Specifications. The Owner shall provide through access from East 4th Street to East Erskine Street to facilitate commercial traffic and provide access for emergency services. The Owner shall dedicate 50' of Right of Way along East Erskine Street from Wood Ave to CR 2900 in conformance with the Master Thoroughfare Plan.

xii. Storm Water Management Services

a. Existing Services: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. Services to be Provided: As land is developed, the Owner shall provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff shall review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance shall be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff shall review each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight (i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff). There is a playa lake on this property and at a

minimum, the Drainage Criteria Manual shall be followed to address any storm water flow. Dedication of a Storm Water Drainage and Impoundment Easement shall be required for the playa lake and conveyance paths.

xiii. Street Lighting

- a. Existing Services: None
- b. Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

- a. Existing Services: None
- b. Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

- a. Existing Services: None
- b. Services to be Provided: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Owner. If estimated water usage, sewer discharge rates, and sewer quality data is submitted, requirements may need to be adjusted.

c. Required Improvements:

- The Owner shall connect to the existing 12" water line in East 4th Street, which shall be extended along Auburn from Sumac to Wood Ave;
- 2. A second 12" feed shall be installed by the Owner. There is an

existing 12" line along N Loop 289 near N Guava Ave;

- Owner shall conduct a water and sewer study to ensure such services to the property are available. Nearly all of the proposed annexation is outside of the City's current Water and Sewer Models and Master Plans for Capital projects;
- 4. Water shall be looped appropriately to ensure adequate fire flows as well as assuring no dead-end water mains are left within the system once developed. The Owner shall install the loop within three (3) years of installation of a dead-end water main or upon the issuance of four-hundred (400) residential building permits, or three (3) commercial building permits, whichever is first; and
- 5. The Owner of the Property shall install a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The lift station that serves this area shall be master planned with all LEDA-owned property surrounding the Property to accommodate full build-out flows, unless the lift station is to remain private. Sewer shall ultimately discharge into the existing 24" sewer interceptor nearby that runs N/S along Olive Ave and crosses East 4th Street.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted
- c. sizes of lines and meter sizes
- d. location for service connection

- e. deposits, charges, refunds
- f. cost of large mains may be partially paid by City, and other consideration, or
- g. when the City Council can declare a health hazard and install mains at public expense.

xvi. Solid Waste Services

- a. Existing Services: None
- b. Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be expected as new residential unit structures are occupied, and an increase in staffing and equipment will be needed for traditional alley/dumpster collection as development continues within this proposed annexation area and exceeds route collection averages. Should this annexation include no alley residential development or until alleys are serviceable, residential waste collection will be provided with carts and additional driver will be required when 2,000 residential unit structures are occupied. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.
- c. Service Route: Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.
- B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
- C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.
- 4. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Amended Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Amended Agreement guarantees favorable decisions by the City Page 9 of 12

Council.

- 5. SEVERABILITY. If any part, term, or provision of this Amended Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. INTERPRETATION. The Parties to this Amended Agreement covenant and agree that in any litigation relating to this Amended Agreement, the terms and conditions of the Amended Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Amended Agreement.
- 7. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 8. NO WAIVER. The failure to either party to insist upon the performance of any term or provision of this Amended Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Amended Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 10. COUNTERPARTS. This Amended Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11. CAPTIONS. The captions to the various clauses of this Amended Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Amended Agreement.
- 12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Amended Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004

A. The City discloses that the Landowner is not required to enter into this agreement,

however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

- B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;
- C. The procedural mechanisms in order to annex the Landowners property shall be as follows:
 - 1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;
 - 2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:
 - a. All of the services the City will provide to the property once annexed; and
 - b. A schedule of any services the City will provide at a later time, if not at the time of annexation.
- D. The above procedures shall require the consent and signature of the City and the Landowner; and
- E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.
- 14. **ENTIRE AGREEMENT**. This Amended Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Amended Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK	ALLIANCE, INC.
	She Bours
TRAY PAYNE, MAYOR	John Osborne, Chief Executive Officer Page 11 of 12

ATTEST:

(as to John Osborne signature)

SUBSCRIBED AND SWORN TO BEFORE ME on the day of day of day of span bur, 20 20, to certify which witness my hand and official seal.

Courtney Paz, City Secretary

[Seal]

[Signature]

[Signature]

[Printed hame]

[Subscriber (Seal)]

[Signature]

[Printed hame]

[Subscriber (Seal)]

[Signature]

[Printed hame]

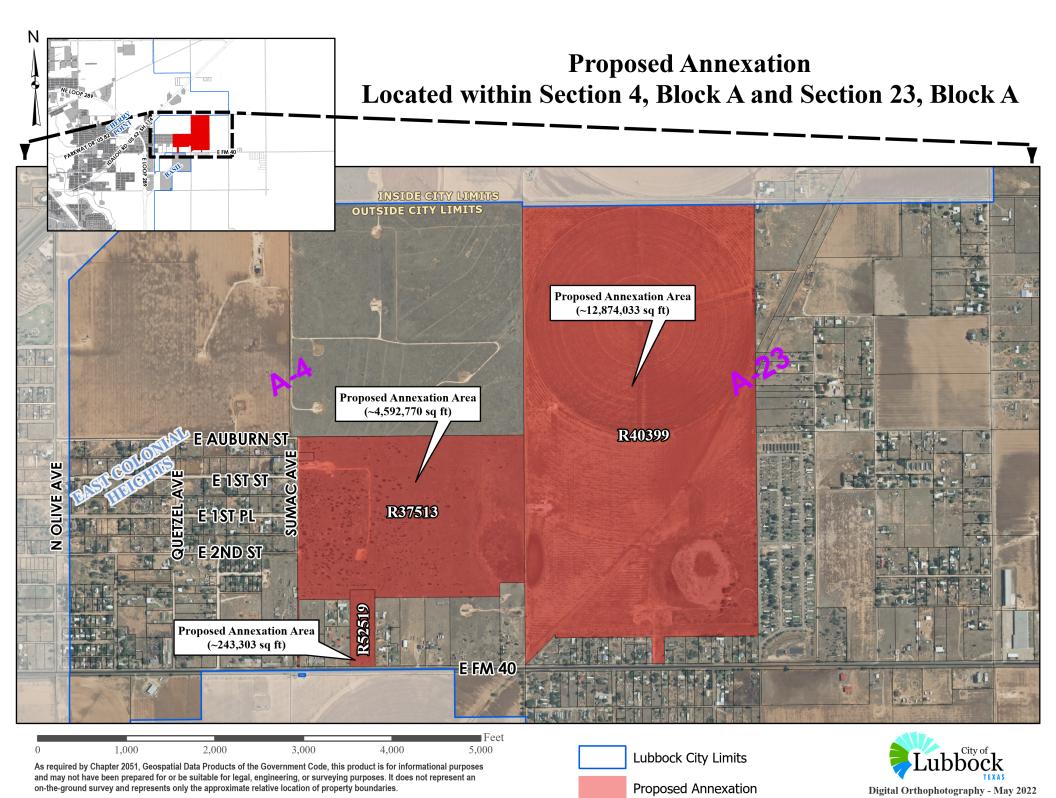
[Notary Public in and for

the State of Texas

APPROVED AS TO FORM:

sten Sager, Director of Planning

Kelli Leisure, Senior Assistant City Attorney





VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:		
Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.		
☑ Annexation petition provided by City of Lubbock with notarized signature(s).		
☐ Map of the subject property.		
☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.		
☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.		
☑ One digital copy of all of the above.		
☐ If designating a representative, the affidavit designating representative with notarized signature(s).		
De Lukhadi Fanamia Daudanmant Allianaa Ina		
Property Owner(s): Lubbock Economic Development Alliance, Inc.		
Address: 1500 Broadway, Suite 600		
Address: Lubbock, TX 79401		
Telephone: (806) 723-8242 jana@marketlubbock.org		
Telephone: (806) 723-8225 Email: katy@marketlubbock.org		
Acreage of property: 410.71 acres Number of lots and proposed use: 3 properties (R37513, R52519 & R40399)		
To be used for future economic development opportunities.		
Check one:		
 ☑ I will represent my application and petition before city staff and the City Council. ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council. 		
Jana Johnston Digitally signed by Jana Johnston Date: 2023.03.20 09:57:40 -05'00'		

Owner of record signature

<u>Please note:</u> The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

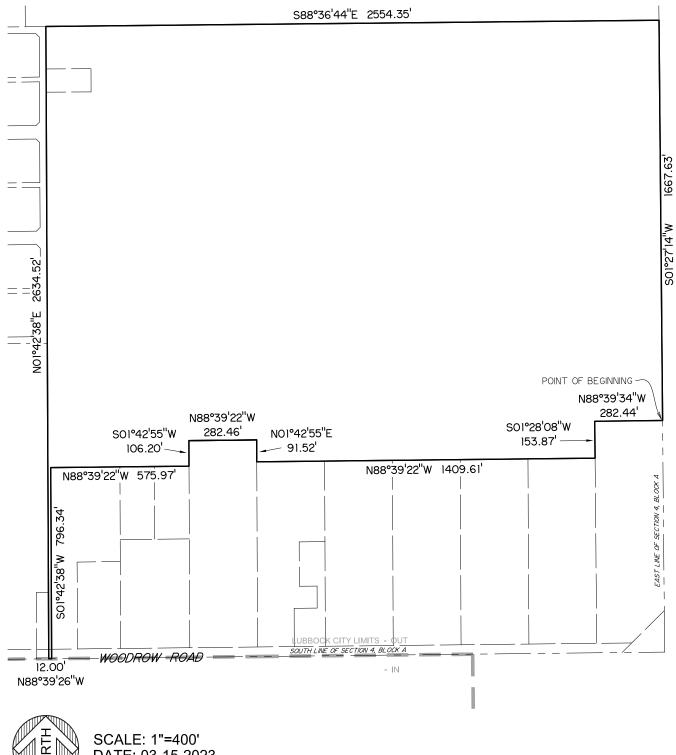
TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each a

and every person having an interest in said land.	l.
	Signed: Coofcro
	Signed:
THE STATE OF TEXAS /	
THE STATE OF TEXAS	
COUNTY OF / XILLOR	
BEFORE ME, the undersigned authority, on thi	is day personally appeared Jana Johnston
	, and, known to me to
be the persons whose names are subscribed to the	e foregoing instrument and each acknowledged to me that he or she executed
the same for the purposes and consideration the	erein expressed.
Given under my hand and seal of office, this	6th day of 10 msh., 2023.
LINDA M. DAVIS Notary Public, State of Texas Notary ID# 498103-2	
1 100 100-2	Note that the second for the second

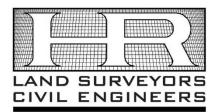
105.867 acres **Sketch Illustrating Proposed Annexation**





DATE: 03-15-2023





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

METES AND BOUNDS DESCRIPTION of a 105.867 acre tract of land, being all of that 105.44 acre tract and all of that 0.4146 acre tract, both being described under County Clerk File Number 2023026576, Official Public Records of Lubbock County, Texas, and a portion of F.M. Road 40 right-of-way as described in Volume 215, Page 187, Deed Records of Lubbock County, Texas, all being located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, said 105.867 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of Section 4, Block A, at the Northeast corner of a 5.8 acre tract described under County Clerk File Number (CCFN) 2019027588, Official Public Records of Lubbock County, Texas (OPRLCT), for the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 282.44 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under CCFN 2009024615 (Second Tract), OPRLCT, and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2009024615 (First Tract), OPRLCT, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2011030017, OPRLCT, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2018044161, OPRLCT, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2014023968, OPRLCT, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under CCFN 2014044724, OPRLCT, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas (RPRLCT), and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a total distance of 282.46 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under CCFN 2017014380, OPRLCT, and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under CCFN 2017014379, OPRLCT, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under CCFN 2007029664, OPRLCT, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, at 756.57 feet pass a 1/2" iron rod found in the North right-of-way line of said F. M. Road 40 as described in Volume 215, Page 187, DRLCT, at the Southwest corner of said 5.0 acre tract, continuing for a total distance of 796.34 feet to a point in the South line of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, and in the Southern boundary of a 154.1 acre tract described in Volume 3972, Page

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

166, RPRLCT, said point also being in the North line of that portion of the present city limits as established by City of Lubbock Ordinance No. 2021-00093;

THENCE N. 88°39'26" W., along the South line of said Section 4, the Southern boundary of said 154.1 acre tract, and said present city limits, a distance of 12.00 feet to a point for the Southwest corner of said 154.1 acre tract, the Southeast corner of a 0.3 acre tract described in Volume 6718, Page 262, RPRLCT, and Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and the Eastern boundary of said 0.3 acre tract, at 39.77 feet pass a 1/2" iron rod with cap marked "HRA" found in the North right-of-way line of said F.M. Road 40, at 277.50 feet pass the Northeast corner of said 0.3 acre tract and a corner of a 12.3 acre tract as described under CCFN 2016014044, OPRLCT, continuing along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 12.3 acre tract, and the East right-of-way of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626, DRLCT, at 2360.94 feet pass a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128, RPRLCT, at 2457.54 feet pass a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 0.4146 acre tract, continuing along the Western boundary of said 154.1 acre tract and the East right-of-way line of said Sumac Avenue, for a total distance of 2634.52 feet to a 1/2" iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548, DRLCT, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract:

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract;

THENCE S. 01°27'14" W., along the East line of said Section 4, a distance of 1667.63 feet to the Point of Beginning.

Contains: 105.867 Acres

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

Surveyed on the ground March 16, 2021 Revised July 24, 2023 for annexation purposes

Brent Carroll

Registered Professional Land Surveyor No. 5410

State of Texas





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

CORRECTION GENERAL WARRANTY DEED

[Pursuant to §5.029, Tex. Prop. Code] (STC-tl/GF#47124)

Dated as of: Thu 10

2023, to be effective March 31, 2021

Grantor:

BLUE GOOSE, LTD., a Texas limited partnership, as to Tract I and Tract II, and NATALIE

DAY CARMONA, Independent Executrix of the Estate of Bobby G. Day, Deceased, as to

Tract III

Grantor's Mailing Address:

6309 Indiana Avenue, Suite B Lubbock, Texas 79413

Grantee:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit

corporation

Grantee's Mailing Address:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

1500 Broadway, 6th Floor Lubbock County, Texas 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Three (3) tracts of land located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being described on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing restrictions, easements, rights-of-way, and other matters that affect the Property, except liens (other than any lien securing taxes not yet due and payable) and conveyances, as shown of record in the office of the County Clerk of Lubbock County, Texas or as would be disclosed by a survey and inspection of the Property; taxes for 2021, which Grantee assumes and agrees to pay; and subsequent assessments for 2021 and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors

to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THB PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

This Correction General Warranty Deed is made in place of, and to correct a General Warranty Deed dated March 31, 2021, and recorded in Document No. 2021015592 of the Official Public Records of Lubbock County, Texas. The legal description for Tract 1 on Exhibit "A" attached to the original deed contained a legal description that failed to include a portion of real property intended to be conveyed by Blue Goose, Ltd. to Grantee. This Correction General Warranty Deed is made by Grantors and accepted by Grantee to correct the error, is to be effective as of March 31, 2021, and in all other respects confirms the former deed.

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

GRANTOR:

BLUE GOOSE, LTD., a Texas limited partnership By: BD RED BIRD, LLC, a Texas limited liability company, its General Partner

Natalie Carmona Managar

MATALIE DAY CARNIDNA, Independent Executive of Chesiane

the Estate of Bobby G. Day, Deceased

otary Fablic, State of Texas

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the day of day of , 2023, by NATALIE DAY CARMONA, as Independent Executrix of the Estate of Bobby G. Day, Deceased and as Manager of BD RED BIRD, LLC, a Texas limited liability company, in its capacity as general partner of BLUE GOOSE, LTID., a Texas limited partnership.

March 08, 2024

MARY JARAMILLO ID #11292228

Commission Expires

ACCEPTED BY GRANTEE:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation

By:

John Osborne, Chief Executive Officer

and President

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 120th day of 2023, by John Osborne, Chief Executive Officer and President of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation, on behalf of said corporation.

LINDA M. DAVIS
Notary Public, State of Texas
Notary ID# 498103-2
My Commission Expires 04-05-2025

Notary Public, State of Texas

EXHIBIT "A"

Tract I:

METES AND BOUNDS DESCRIPTION of a 105.44 acre tract of land out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of said Section 4 for the Northeast corner of a 5.8 acre tract described under County Clerk File No. 2019027588 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 282.44 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (Second Tract) of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (First Tract) of the Official Public Records of Lubbock County, Texas, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2011030017 of the Official Public Records of Lubbock County, Texas, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2018044161 of the Official Public Records of Lubbock County, Texas, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County. Texas, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a

Tract I (Cont.):

total distance of 282.46 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under County Clerk File No. 2017014380 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under County Clerk File No. 2017014379 of the Official Public Records of Lubbock County, Texas, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2007029664 of the Official Public Records of Lubbock County, Texas, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, a distance of 756.57 feet to a 1/2" iron rod found in the North right-of-way line of F. M. Road 40 as described in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 5.0 acre tract and a corner of this tract;

THENCE N. 88°39'15" W., along said right-of-way line, a distance of 12.00 feet to a 1/2" iron rod with cap marked "HRA" found in the Western boundary of said 154.1 acre tract and the Eastern boundary of a 0.3 acre tract described in Volume 6718, Page 262 of the Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 0.3 acre tract, the Eastern boundary of a 12.3 acre tract described under County Clerk File No. 2016014044 of the Official Public Records of Lubbock County, Texas and the East right-of-way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, a distance of 2321.17 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°17'22" E., along the Southern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Eastern boundary of said 0.4146 acre tract, a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 88°17'22" W., along the Northern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set in the Western boundary of said 154.1

Tract I (Cont.):

acre tract and said East right-of-way line, for the Northwest corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and said East right-of-way line, a distance of 176.98 feet to a 1/2" iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548 of the Deed Records of Lubbock County, Texas, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract;

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract:

THENCE S. 01°27'14" W., along the East line of said Section 4, a distance of 1667.63 feet to the Point of Beginning.

Tract II:

EASEMENT ESTATE: METES AND BOUNDS DESCRIPTION of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the North right-of-way line of F. M. Road 40 described in Volume 215, Pg. 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, the Southeast corner of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this tract, which bears N. 88°39'26" W. a distance of 1695.80 feet and N. 01°42'55" E. a distance of 39.72 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'15" W., along said right-of-way line and the Southern boundary of said 5.6 acre tract, a distance of 30.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 01°42'55" E. a distance of 862.80 feet to an 80 penny nail set in the Northern boundary of said 5.6 acre tract, for the Northwest corner of this tract;

THENCE S. 88°39'22" E., along the Northern boundary of said 5.6 acre tract, a distance of 30.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract and this tract;

Tract II (Cont.):

THENCE S. 01°42'55" W., along the Eastern boundary of said 5.6 acre tract, at 91.52 feet pass a 1/2" iron rod with cap set for the Northwest corner of said 5.0 acre tract, continuing for a total distance of 862.80 to the Point of Beginning.

Tract III:

METES AND BOUNDS DESCRIPTION of a 0.4146 acre tract of land, being that same tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas, out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the Western boundary of said 154.1 acre tract and the East right-of-way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract, which bears N. 88°39'26" W. a distance of 2566.16 feet and N. 01°42'38" E. a distance of 2360.94 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 01°42'38" E. along the Western boundary of said 154.1 acre tract and the East right-of-way line of said Sumac Avenue a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°17'22" E. a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of this tract;

THENCE S. 01°42'38" W. a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE N. 88°17'22" W. a distance of 186.96 feet to the Point of Beginning.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk Lubbock County, TEXAS 07/13/2023 12:32 PM FEE: \$50.00 2023026576



WARRANTY DEED (STC-jh/GF#48379)

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

Date: <u>June 3</u>, 2021

Grantor: SAMUEL GONZALES, a married person, but not herein joined by my spouse for the reason that the Property is not now, nor has it ever constituted any part of our homestead

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas corporation

Grantee's Mailing Address: 1500 Broadway, Suite 600, Lubbock, Lubbock County, Texas 79401

Consideration: \$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property (including any improvements):

A 5.59 acre tract of land out of the East 151.98 acres of the SE 1/4 of Section 4, Block A, Cert. 403, Lubbock County, Texas, as recorded in Volume 3511, Page 334, Real Property Records of Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a ½" rod set in the North ROW of F.M. Highway 40 as recorded in Volume 215, page 187, Deed Records of Lubbock County, Texas, for the Southwest corner of this survey from whence the Southwest corner of that tract of land described in Volume 3511, Page 334, Real Property Records of Lubbock County, Texas bears S 89°37'55" W. 582.0', and the Southwest corner of Section 4 bears S 89°37'55" W. 3311.67' and S 0°00'28" W. 40.0';

THENCE N 89°37'55" E. along the North ROW of F.M. 40 a distance of 282.54' to a ½" rod set for the Southeast corner of this survey;

THENCE N 0°00'28" E at 770.95' pass a ½" rod for the Northwest corner of a 5.0 acre tract, continuing for a distance of 862.51' to a ½" rod set for the Northeast corner of this survey;

THENCE S 89°37'55" W a distance of 282.54' to a 1/2" rod set for the Northwest corner of this survey;

THENCE S 0°00'28" W at 106.24' pass a ½" rod for the Northeast corner of a 5.0 acre tract, continuing for a distance of 862.51' to the PLACE OF BEGINNING.

Together with: (1) all buildings, improvements and fixtures; (2) all rights, privileges and appurtenances pertaining to the Property, including Grantor's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (3) Grantor's interest in all leases, rents, and security deposits for all or part of the Property

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

SUBJECT TO restrictive covenants as shown of record in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas.

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 256, Page 629 of the Deed Records of Lubbock County, Texas.

SUBJECT TO title to all oil, gas, minerals and other elements not constituting part of the surface estate in the Property, together with all rights, privileges and immunities relating thereto, as well as any other interest not conveyed by use of the words "surface estate only" in that certain deed recorded in Volume 3511, Page 334 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley, including but not limited to State Highway Right-of-Way along the Southernmost portion of the Property as reflected in instrument of record in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas.

SUBJECT TO blanket gas line right-of-way granted to West Texas Gas Company in instrument of record in Volume 451, Page 481 of the Deed Records of Lubbock County, Texas.

SUBJECT TO any claim of right to enforce Restrictive Covenants against the Property based upon Restrictive Covenants set forth in instruments of record in the Southernmost portion of the Southeast Quarter (SE/4) of the Section based upon common scheme of development, and/or reciprocal negative easement.

SUBJECT TO the Property having frontage or abutting Farm Road 40 (Acuff Highway), which is a controlled access highway, set forth in instrument recorded in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Ingress and Egress Easement referencing "Revised Plat of Survey" attached as Exhibit "A" to Warranty Deed recorded in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

Grantee assumes ad valorem taxes for the year 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 14.B. of Commercial Contract - Unimproved Property by and between Grantor and Grantee dated May 5, 2021.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

AMUEL GONZALES

THE STATE OF TEXAS COUNTY OF LUBBOCK

This instrument was acknowledged before me on the ______ day of _______ SAMUEL GONZALES.

____, 2021, by

FRED H. TIMBERLAKE, JR. Notary Public, State of Texas Notary ID# 728649-3 My Commission Expires 12-07-2021

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

OFFICIAL PUBLIC RECORD

Kelly Pinion Coun

Kelly Pinion, County Clerk Lubbock County, TEXAS 06/04/2021 01:07 PM FEE: \$30.00 2021027876

Prepared in the Law Office of: TIMBERLAKE & WEAVER, P.C. 1408-A Buddy Holly Ave. Lubbock, Texas 79401

S:\TWS MERGE\STC 2021\Rev.1-McQueen-48379-WD-NAFF-5-24-jh.wpd



AFTER RECORDING RETURN TO:

Lubbock Economic Development Alliance 1500 Broadway, 6th Floor Lubbock, Texas 79401

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

GENERAL WARRANTY DEED

Dated as of: March 31, 2021

Grantor: BLUE GOOSE, LTD., a Texas limited partnership, as to Tract I and Tract II, and

BOBBY G. DAY, as to Tract III

Grantor's Mailing Address:

6309 Indiana Avenue, Suite B Lubbock, Texas 79413

Grantee:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit

corporation

Grantee's Mailing Address:

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE 1500 Broadway, 6th Floor

Lubbock, Texas 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Three (3) tracts of land located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being described as "Tract I" and "Tract II", respectively, in Exhibit "A" attached hereto and being herein so called.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing restrictions, easements, rights-of-way, and other matters that affect the Property, except liens (other than any lien securing taxes not yet due and payable) and conveyances, as shown of record in the office of the County Clerk of

Lubbock County, Texas or as would be disclosed by a survey and inspection of the Property; taxes for 2021, which Grantee assumes and agrees to pay; and subsequent assessments for 2021 and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

GRANTOR:

BLUE GOOSE, LTD., a Texas limited partnership, acting by and through its general partner, BD RED BIRD, LLC, a Texas limited liability company

By: Bobby G. Day, Manager

Bolay & Day

BOBBY G. DAY

STATE OF TEXAS)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on March 31, 2021, by BOBBY G. DAY, Individually and as Manager of BD RED BIRD, LLC, a Texas limited liability company, in its capacity as general partner of BLUE GOOSE, LTD., a Texas limited partnership.



Notary Public, State of Texas
My commission expires: 03-10-2024

EXHIBIT "A"

Tract I:

METES AND BOUNDS DESCRIPTION of a 105.33 acre tract of land out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Western boundary of a 0.49 acre tract described in the boundary line agreement, made and entered into on the 18th day of April, 1979, by and between Eugenia L. Brown and Edmond A. Anderson as described in Volume 1635, Page 748 of the Deed Records of Lubbock County, Texas and in the Northern boundary of a 5.8 acre tract described under County Clerk File No. 2019027588 of the Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract, which bears N. 01°27'14" E. a distance of 964.86 feet and N. 88°39'34" W. a distance of 6.10 feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, from whence a found 1/2" iron rod bears S. 88°39'34" E. a distance of 6.10 feet;

THENCE N. 88°39'34" W., along the Northern boundary of said 5.8 acre tract, a distance of 276.34 feet to a 1/2" iron rod found at the Northwest corner of said 5.8 acre tract and a corner of this tract;

THENCE S. 01°28'08" W., along the Western boundary of said 5.8 acre tract, a distance of 153.87 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (Second Tract) of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of sald 5.0 acre tract, at 279.81 feet pass a 1/2" iron rod found at the Northwest corner of sald 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2009024615 (First Tract) of the Official Public Records of Lubbock County, Texas, at 562.03 feet pass a 1/2" iron rod found at the Northwest corner of sald 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2011030017 of the Official Public Records of Lubbock County, Texas, at 844.34 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2018044161 of the Official Public Records of Lubbock County, Texas, at 1126.96 feet pass a 1/2" iron rod found at the Northwest corner of said 5.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 1409.61 feet to a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 5.6 acre tract described under County Clerk File No. 2014044724 of the Official Public Records of Lubbock County, Texas, the Eastern boundary of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 01°42'55" E., along the Eastern boundary of said 5.6 acre tract and said East easement line, a distance of 91.52 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract, the Northeast corner of said easement and a corner of this tract;

THENCE N. 88°39'22" W., along the Northern boundary of said 5.6 acre tract and said easement, at 30.00 feet pass an 80 penny nail set for the Northwest corner of said easement, continuing for a total distance of 282.46 feet to a 1/2" fron rod with cap marked "HRA" set for the Northwest corner of said 5.6 acre tract and a corner of this tract;

THENCE S. 01°42'55" W., along the Western boundary of said 5.6 acre tract, a distance of 106.20 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 1.0 acre tract described under County Clerk File No. 2017014380 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

Tract I (Cont.)

THENCE N. 88°39'22" W., along the Northern boundary of said 1.0 acre tract and a 1.0 acre tract described under County Clerk File No. 2017014379 of the Official Public Records of Lubbock County, Texas, at 287.96 feet pass a 1/2" iron rod found at the Northwest corner of said 1.0 acre tract and the Northeast corner of a 5.0 acre tract described under County Clerk File No. 2007029664 of the Official Public Records of Lubbock County, Texas, continuing along the Northern boundary of said 5.0 acre tract, for a total distance of 575.97 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of said 5.0 acre tract and a corner of this tract;

THENCE S. 01°42'38" W., along the Western boundary of said 5.0 acre tract, a distance of 756.57 feet to a 1/2" Iron rod found in the North right of way line of F. M. Road 40 as described in Volume 215, Page 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of said 5.0 acre tract and a corner of this tract;

THENCE N. 88°39'15" W., along said right of way line, a distance of 12.00 feet to a 1/2" iron rod with cap marked "HRA" found in the Western boundary of said 154.1 acre tract and the Eastern boundary of a 0.3 acre tract described in Volume 6718, Page 262 of the Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract, the Eastern boundary of said 0.3 acre tract, the Eastern boundary of a 12.3 acre tract described under County Clerk File No. 2016014044 of the Official Public Records of Lubbock County, Texas and the East right of way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, a distance of 2321.17 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 0.4146 acre tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°17'22" E., along the Southern boundary of said 0.4146 acre tract, a distance of 186.96 feet to a 1/2" Iron rod with cap marked "HRA" set for the Southeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Eastern boundary of said 0.4146 acre tract, a distance of 96.60 feet to a 1/2" Iron rod with cap marked "HRA" set for the Northeast corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 88°17'22" W., along the Northern boundary of sald 0.4146 acre tract, a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set in the Western boundary of sald 154.1 acre tract and said East right of way line, for the Northwest corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 01°42'38" E., along the Western boundary of said 154.1 acre tract and said East right of way line, a distance of 176.98 feet to a 1/2" Iron rod found in the Southern boundary of a 160 acre tract (the Northeast Quarter of said Section 4) described in Volume 1323, Page 548 of the Deed Records of Lubbock County, Texas, at the Northwest corner of said 154.1 acre tract and the Northwest corner of this tract:

THENCE S. 88°36'44" E., along the Southern boundary of said 160 acre tract and the Northern boundary of said 154.1 acre tract, a distance of 2554.35 feet to a 1/2" iron pipe found in the East line of said Section 4, at the Northeast corner of said 154.1 acre tract and this tract, same being the North corner of said 0.49 acre tract described in Volume 1635, Page 748;

THENCE S. 01°39'49" W., along the Western boundary of said 0.49 acre tract, a distance of 1667.63 feet to the Point of Beginning.

Tract II:

EASEMENT ESTATE: METES AND BOUNDS DESCRIPTION of a 30 foot ingress and egress easement described in Volume 4156, Page 173 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the North right of way line of F. M. Road 40 described in Volume 215, Pg. 187 of the Deed Records of Lubbock County, Texas, at the Southwest corner of a 5.0 acre tract described under County Clerk File No. 2014023968 of the Official Public Records of Lubbock County, Texas, the Southeast corner of a 5.6 acre tract described under County Clerk File No. 201404724 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this feet from a 3/8" iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'15" W., along said right of way line and the Southern boundary of said 5.6 acre tract, a distance of 30.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 01°42'55" E. a distance of 862.80 feet to an 80 penny nail set in the Northern boundary of said 5.6 acre tract, for the Northwest corner of this tract;

THENCE S. 88°39'22" E., along the Northern boundary of said 5.6 acre tract, a distance of 30.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 5.6 acre tract and this tract;

THENCE S. 01°42'55" W., along the Eastern boundary of said 5.6 acre tract, at 91.52 feet pass a 1/2" seen to the Northwest corner of said 5.0 acre tract, continuing for a total distance of the Point of Beginning.

Tract III:

METES AND BOUNDS DESCRIPTION of a 0.4146 acre tract of land, being that same tract described in Volume 5093, Page 128 of the Real Property Records of Lubbock County, Texas, out of a 154.1 acre tract described in Volume 3972, Page 166 of the Real Property Records of Lubbock County, Texas, located in Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" Iron rod with cap marked "HRA" set in the Western boundary of said 154.1 acre tract and the East right of way line of Sumac Avenue dedicated by plat recorded in Volume 1051, Page 626 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract, which bears N. 88°39'26" W. a distance of 2566.16 feet and N. 01°42'38" E. a distance of 2360.94 feet from a 3/8" Iron rod found at the Southeast corner of Section 4, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas;

THENCE N. 01°42'38" E. along the Western boundary of said 154.1 acre tract and the East right of way line of said Sumac Avenue a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°17'22" E. a distance of 186.96 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of this tract;

THENCE S. 01°42'38" W. a distance of 96.60 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE N. 88°17'22" W. a distance of 186.96 feet to the Point of Beginning.



WARRANTY DEED (STC-jr/GF#41726)

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

Date: December _____18__, 2020

Grantor: EVELYN ROBERTS, Trustee of the W. O. Roberts Family Trust created under the Last Will and Testament of W. O. Roberts, Deceased

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., also known as Lubbock Economic Development Alliance, a Texas Not-For-Profit Development Corporation formed pursuant to the Development Corporation Act of 1979

Grantee's Mailing Address: 1500 Broadway, Sixth Floor, Lubbock, Lubbock County, Texas 79401

Consideration:

\$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 299.10 acre tract, being that same tract described in Volume 7653, Page 50 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block A, John H. Gibson Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a "cross hatch" nail with washer marked "HRA" set for the Northwest corner of Section 23, Block A, John H. Gibson Survey, Lubbock County, Texas, same being the Northwest corner of this tract;

THENCE N. 89°59'57" E., along the North line of said Section 23, a distance of 2622.52 feet to a 1/2" iron rod found at the Northwest corner of an 11.8 acre tract described under County Clerk File No. 2020033841 of the Official Public Records of Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 00°01'31" W., along the Western boundary of various tracts, at 50.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, at 2623.90 feet pass a 3/4" iron pipe found at the Southwest corner of a 1.0 acre tract described under County Clerk File No. 2008020881 of the Official Public Records of Lubbock County, Texas and the Northwest corner of a 40.0 acre tract described under County Clerk File No. 2018048217 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 40.0 acre tract for a total distance of 4924.86 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of a 0.6 acre tract described under County Clerk File No. 2017020118 of the Official Public Records of Lubbock County, Texas and the most Easterly Southeast corner of this tract;

THENCE West, along the Northern boundary of various tracts, continuing for a total distance of 1063.21 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of a 1.3 acre tract described in Volume 3464, Page 252 of the Real Property Records of Lubbock County, Texas and an "ell" corner of this tract;

THENCE South, along the Western boundary of said 1.3 acre tract and a 0.3 acre tract described in Volume 6671, Page 146 of the Real Property Records of Lubbock County, Texas, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HRA" set in the North line of a 40 foot right-of-way easement described in Volume 215, Page 189 of the Deed Records of Lubbock County, Texas, for the Southwest corner of said 0.3 acre tract and the most Southerly Southeast corner of this tract;

THENCE West, along said easement line, a distance of 135.39 feet to a 3/4" iron pipe found at the Southeast corner of a 1.4 acre tract described in Volume 423, Page 336 of the Deed Records of Lubbock County, Texas, and a corner of this tract;

THENCE North, along the Eastern boundary of said 1.4 acre tract, a distance of 300.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 1.4 acre tract and an "ell" corner of this tract;

THENCE West, along the Northern boundary various tracts, a distance of 1088.00 feet to a 1/2" iron rod with cap marked "HRA" set for an "ell" corner of a 1.5 acre tract described under County Clerk File No. 2009030777 of the Official Public Records of Lubbock County, Texas and an "ell" corner of this tract;

THENCE North, along the Northern boundary of said 1.5 acre tract, a distance of 29.89 feet to a 3/8" iron rod found at the Northwest corner of said 1.5 acre tract and a corner of this tract;

THENCE S. 45°57'07" W., along the Western boundary of said 1.5 acre tract, a distance of 474.47 feet to a 1/2" iron rod with cap marked "HRA" set in said easement line, for the Southwest corner of said 1.5 acre tract and a corner of this tract;

THENCE West, along said easement line, a distance of 5.79 feet to a 1/2" iron rod with cap marked "HRA" set in the West line of said Section 23 for the Southwest corner of this tract;

THENCE N. 00°08'36" E., along the West line of said Section 23, at 5174.84 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 5224.84 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 210, Page 267 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Unitization or Pooling Agreements as set forth in instruments of record Volume 1195, Page 549; Volume 1196, Page 529; Volume 1211, Page 257; Volume 1219, Page 7 and Volume 1221, Page 353 of the Deed Records of Lubbock County, Texas.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

SUBJECT TO the Property having frontage or abutting Farm Road 40 (Acuff Highway), which is a controlled access highway, set forth in instrument recorded in Volume 215, Page 189 of the Deed Records of Lubbock County, Texas, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO Right-of-way easement granted to American Telephone and Telegraph Company in instrument of record in Volume 3535, Page 40 of the Real Property Records of Lubbock County, Texas.

SUBJECT TO Right-of-way easement granted to E. E. Harbin, Jr. in instrument of record in Volume 1257, Page 7 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Easement Contract with Service Pipe Line Company in instrument of record in Volume 1239, Page 189 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Cathodic Protection Unit Contract recorded in Volume 1120, Page 50 of the Deed Records of Lubbock County, Texas.

SUBJECT TO Right-of-Way Contract - Option granted to Stanolind Pipe Line Company in instrument of record in Volume 355, Page 634 of the Deed Records of Lubbock County, Texas.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO those matters reflected on Perimeter and Improvement Survey of the Property prepared by Brent Carroll, Registered Professional Land Surveyor No. 5410, State of Texas, dated December 11, 2020, including but not limited to occupied County Road Right-of-Way identified as County Road 6500/Erskine Street along North boundary, utility lines and poles crossing North boundary, evidence of telephone line right-of-way in Northeast corner of Property, fences being located off property lines, pipeline crossing Northeast portion of Property, the location of which is evidenced by pipeline signs, further evidence of telephone right-of-way identified by "AT&T" signs along East boundary, "pump jack" locations across Property, together with overhead utility lines, location of right-of-way easements, tanks, overhead utility lines and poles along West boundary, and potential encroachment of center pivot system across rights-of-way.

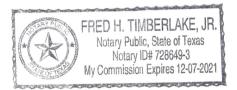
Grantee assumes ad valorem taxes for the year 2020, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which is the obligation of Grantor or Grantee in accordance with Paragraph 13.B. of Farm and Ranch Contract by and between Grantor and Grantee dated January 28, 2020.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EVELYN ROBERTS, Trustee of the W. O. Roberts Family Trust created under the Last Will and Testament of W. O. Roberts, Deceased

THE STATE OF TEXAS COUNTY OF LUBBOCK



Notary Public, State of Texas

Prepared in the Law Office of:

TIMBERLAKE & WEAVER, P.C. 1408-A Buddy Holly Ave. Lubbock, Texas 79401

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

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Kelly Pinion, County Clerk Lubbock County, TEXAS 12/29/2020 03:33 PM FEE: \$38.00



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0108, approving and adopting a budget for Fiscal Year 2023-24; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2023-24 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 4.02.041 of the Code of Ordinances amending animal service fees as contained therein; amending section 22.03.084 of the Code of Ordinances amending the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances amending the water volume rate as contained therein; amending section 22.03.095 of the Code of Ordinances by revising the water utility reconnect and disconnect fees as contained therein; amending section 22.04.133(A) of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by adding a weekend dumping fee as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(A) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing a penalty; providing for publication; and providing for a savings clause.

Item Summary

On September 5, 2023, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting the City's FY 2023-24 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the tax rate. This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate proposed by the City Council is \$0.4801640 per \$100 valuation. The following changes that impact the FY 2023-24 Proposed Operating Budget and Capital Program have occurred since the proposed budget was filed on August 10, 2023:

General Fund

Add monthly commercial garbage charge for 8 cubic yard dumpster to	
Summary of General Fund Fee Changes; General Consumer Metered 7523 –	\$ 183.25
Budget 2024	

Add monthly small commercial charge to Summary of General Fund Fee Changes; General Consumer Metered 7523 – Budget 2024	\$ 36.38
Add Not Covered during transit non-commercial vehicle to dumping waste surcharge to Summary of General Fund Fee Changes; Landfill Surcharge 6630	\$ 15.00
- Budget 2024	
Add Not Covered during transit commercial vehicle to dumping waste surcharge to Summary of General Fund Fee Changes; Landfill Surcharge 6630 – Budget 2024	\$ 30.00
Increase Office Supplies to City Secretary for Vital Statistics	\$ 4,874
Increase Use of Excess Reserves	4,874
Decrease Stability Pay to City Manager's Office	\$ (5,500)
Decrease Use of Excess Reserves	(5,500)
Decrease in Non-Departmental Special Projects	\$ (75,000)
Decrease in Credit Card Charges to Building Inspection	(41,778)
Decrease Use of Excess Reserves	(116,778)

Water/Wastewater Fund

Add septic tank emptying load fees to Summary of Water/Wastewater Fund Fee Changes;	\$ 0.00371 per
Septic Load Fees 7604 – Budget 2024	gallon

Investment Pool Fund

- 1		
	Increase Use of Excess Reserves for Additional Cost of Living Adjustment	\$ 976

Fleet Capital Fund

CIP 92850 General Fund Vehicle Replacement FY 24 Tax Notes

Remove two E1 Aerial Ladder Fire Trucks from Vehicle Replacement List	\$ (4,000,000)
Decrease Tax Notes Funding	(4,000,000)

Grant Fund

Increase Justice Assistance Grant funding and appropriation	\$ 7,277
Increase Public Health Emergency Preparedness Grant funding and appropriation	21,619
Decrease Regional and Local Service System/Local Public Health System (RLSS) Grant funding and appropriation	(8,765)
Decrease Immunization Branch - Local Grant funding and appropriation	(11,606)
Increase Texas Epidemiology Capacity Expansion Grant funding and appropriation	59,538
Decrease Substance Use Disorder Administrative Grant funding and appropriation	(12,500)
Increase Adult Treatment (TRA) Grant funding and appropriation	1,459,383
Decrease Specialized Female Treatment (TRF) Grant funding and appropriation	(7,023)
Decrease Prevention Resources Center Grant funding and appropriation	(89,835)
Increase STD/HIV-DIS Grant funding and appropriation	392,969
Decrease Safety City Grant funding and appropriation	(1,689)
Decrease Section 5304 Planning Grant funding and appropriation	(500,000)
Decrease Internet Crimes Against Children funding and appropriation	(15,300)

Included as Exhibit G in the proposed Budget Ordinance are the changes that have occurred since the FY 2023-24 Operating Budget and Capital Program was filed with the City Secretary on August 10, 2023, and all changes to the FY 2022-23 Adopted Budget and Capital Program that have been approved since the presentation of the FY 2023-24 Budget.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Ordinance

Exhibit B - All Funds Summary

Exhibit C - Transfer Summary

Exhibit D - Capital Program

Exhibit E Pay Plans

Exhibit F - Position Control

Exhibit G - Changes to Proposed FY 2023-24

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2023-24; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND USE OF EXCESS RESERVES FOR ALL FUNDS OF THE CITY: PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; RE-APPROPRIATION OF **OBLIGATIONS SUPPORT** AUTHORIZED OR BALANCES WHICH FOR FILING OF ADOPTED BUDGET; **ENCUMBRANCES**; PROVIDING **CLASSIFICATIONS** AND **POSITIONS:** SERVICE ESTABLISHING CIVIL APPROPRIATING FUNDS FOR THE FISCAL YEAR 2023-24 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; APPROVING PERSONNEL; AMENDING SECTION 4.02.041 OF THE CODE OF ORDINANCES AMENDING ANIMAL SERVICE FEES AS CONTAINED THEREIN: AMENDING SECTION 22.03.084 OF THE CODE OF ORDINANCES AMENDING THE WATER BASE CHARGE AS CONTAINED THEREIN: AMENDING SECTION 22.03.085 OF THE CODE OF ORDINANCES AMENDING THE WATER VOLUME RATE AS CONTAINED THEREIN; AMENDING SECTION 22.03.095 OF THE CODE OF ORDINANCES BY REVISING THE WATER UTILITY RECONNECT AND DISCONNECT FEES AS CONTAINED THEREIN; AMENDING SECTION 22.04.133(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SIGNIFICANT INDUSTRIAL USER PERMIT FEE AS CONTAINED THEREIN; AMENDING SECTION 22.04.174 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ADDING A WEEKEND DUMPING FEE AS CONTAINED THEREIN; AMENDING SECTION 22.06.051 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE LANDFILL SERVICE FEES AS CONTAINED THEREIN: AMENDING SECTION 22.06.185(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE COLLECTIONS THEREIN; **PROVIDING** FOR AS CONTAINED SERVICE FEES RECONCILIATION OF THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO ENTERPRISE FUNDS; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2023-24 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2023; and

Budget Ordinance 23-24 Page 1 of 19

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at Citizens Tower; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to any and all of its utilities is a necessary cost of service and is an administrative cost of operating the said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, further finds that assessing any and all of its utilities prorated indirect costs and costs for providing internal City services, including, but not limited to, providing office space, postage, information technology services and legal services, is a necessary cost of service and is an administrative cost of operating said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that all charges assessed to any and all of its utilities to be transferred to the General Fund, as set forth in the Proposed Budget, are solely for the cost of service, are necessary to reimburse the City of Lubbock for all expenses the City of Lubbock incurs in providing said utilities, and that all such costs are directly related to drainage and operating said utilities;

NOW THEREFORE:

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

SECTION 1: THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2023 through September 30, 2024, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2023-24 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any use of excess reserves for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers within funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet

Budget Ordinance 23-24 Page 2 of 19

unanticipated expenditures within any department, program, or service. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

- SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall notify the City Council in writing with appropriate explanation.
- SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2023 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2023.
- SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.
- SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget as listed in Exhibit A are hereby established by Ordinance.
- SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.
- SECTION 9. THAT the appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.
- SECTION 10. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in Exhibit A.
- SECTION 11. THAT the pay plan is approved as listed in Exhibit E, and any pay plan band compensation limits shall be adjusted in accordance with any compensation adjustments. Said compensation adjustments shall not include the City Manager, City Attorney, and the City Secretary.
 - SECTION 12. THAT personnel is adopted as reflected in Exhibit F.
- SECTION 13. THAT Subsection 4.02.041 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:
 - § 4.02.041 Fees for registrations, permits, impoundment, and adoption.

Budget Ordinance 23-24 Page 3 of 19

- (a) The cost of registrations and permits shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
 - (1) Dog and cat registration, annual: Fifteen dollars (\$15.00). This fee shall be waived if the owner of the animal is eligible for Social Security, has special needs, sixty-five (65) years of age or older, or provides proof of receiving financial assistance from the government due to the owner being considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.
 - (2) Dangerous animal permit: One hundred and fifty dollars (\$150.00).
 - (3) Dangerous wild animal permit, annual: Three hundred dollars (\$300.00).
 - (4) Euthanasia fee for city residents: Twenty-three dollars (\$23.00). This fee for city residents shall be waived if the owner of the animal is eligible for Social Security, has special needs, sixty-five (65) years of age, or older or provides proof of receiving financial assistance from the government due to the owner being considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.
 - (5) Euthanasia fee for non-city residents: Eighty dollars (\$80.00).
 - (6) Animal establishment, pet shop, or animal dealer permit, annual: One hundred dollars (\$100.00).
 - (7) Pet grooming facility permit: Thirty-five dollars (\$35.00).
 - (8) Multi-pet permit application fee: Forty dollars (\$40.00).
 - (9) Wildlife educational center permit, annual: No charge.
 - (10) Duplicate registration: Two dollars (\$2.00).
- (b) The cost of reclaiming animals from the city animal services facility shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
 - (1) Impoundment (per animal): Sixty-five dollars (\$65.00). This fee will be waived two (2) times in a 12-month rolling period if the impounded animal is sterilized, has a current rabies vaccination certificate, and is identified by some means of traceable identification.
 - (2) Boarding fee (daily for all or part of any one day): Ten dollars (\$10.00).
 - (3) Microchipping fee: Five dollars (\$5.00).

- (4) Rabies vaccination fee: Fifteen dollars (\$15.00).
- (5) Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag and microchip): Two hundred dollars (\$200.00).
- (6) Rabies quarantine fee for non-city residents: Two hundred and fifty dollars (\$250.00).
- (7) Small animals (sheep, goats, etc.):
 - (A) Capture and impoundment, per head: Fifty dollars (\$50.00).
 - (B) Boarding, per head per day: Ten dollars (\$10.00).
- (8) Large animals (cattle, horses, etc.):
 - (A) Capture and impoundment, per head: One hundred dollars (\$100.00).
 - (B) Boarding fee, per head per day: Twenty-five dollars (\$25.00).
- (c) The cost of adopting an animal from the city animal services facility shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
 - (1) Dogs, cats, ferrets, reptiles, birds and others: Thirty dollars (\$30.00).
- (d) The cost of releasing animals to animal services by agencies or individuals residing outside of the city limits shall be as follows:
 - (1) Non-resident release fee: Sixty dollars (\$60.00).
- (e) The health director or director of animal services shall have the authority to refund, reduce, or waive fees under this chapter, if, in his determination, that such refund, reduction or waiver of fees is in the public interest of the city. Any refund or waiver of fees shall be documented. The director of animal services shall have the authority to waive or reduce such fees in cases of special pet adoption promotions.
- (f) Citations may be issued for failure to pay applicable fees.

SECTION 14. THAT Subsection 22.03.084 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.03.084 Water base charge.

Effective October 1, 2023, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for water which shall be billed to all customers based upon the water meter size as follows:

Meter Size	Water Base Charge
Three-quarter inch (3/4") meter	\$18.75
One inch (1") meter	\$31.31
One and a half inch (1.5") meter	\$62.44
Two inch (2") meter	\$100.31
Three inch (3") meter	\$200.06
Four inch (4") meter	\$312.38
Six inch (6") meter	\$624.56
Eight inch (8") meter	\$999.38
Ten inch (10") meter	\$1,436.81

SECTION 15. THAT Subsection 22.03.085 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.03.085 Water volume rate generally.

Effective October 1, 2023, in addition to the base charge, the city, through the city manager, shall determine the amount of water used by each customer through monthly meter readings and shall charge to and collect from every customer and every customer shall pay for water furnished by the city to the customer. The water furnished by the city shall be measured on a per one thousand (1,000) gallons basis and billed as follows for single-family residential customers:

0-1,000 gallons	included in base charge
1,001-5,000 gallons	\$4.10
5,001-10,000 gallons	\$
	7
	5
10,001-30,000 gallons	\$8.75
Usage in excess of 30,000 gallons	\$9.25

All other customers will be billed as follows:

Block 1	\$4.89 per 1,000 gallons
Block 2	\$6.67 per 1,000 gallons
Block 3	\$8.00 per 1,000 gallons

(1) <u>Single-family residential irrigation</u>. Does not include a block 1 volume; the block 2 volume of water is from 1,000 gallons used up to 40,000 gallons; and the block 3 volume is the amount of water used in excess of the block 2 volume.

- Multifamily residential, commercial and public. The block 1 volume is the amount of water used up to 100% of the average winter consumption (AWC) of each multifamily residential, commercial and public premises, respectively, the AWC being the average volume of water used as measured by the non-irrigation meter readings for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the amount of water used in addition to the block 1 volume up to an additional 50% of the AWC (total of block 1 and block 2 is equal to 150% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes.
- (3) Nonresidential irrigation. Does not include a block 1 volume; the block 2 volume of water shall be the average monthly use by all nonresidential irrigation users by meter size for nonresidential irrigation services. The block 3 volume is the volume of water used in excess of block 2 volume.
- (4) Schools. All water used will be charged at a block 1 rate.
- (5) <u>Industrial.</u> All water used by industrial customers will be charged at a block 1 rate. An industrial customer is defined as a commercial facility that uses more than one million gallons per day (1.0 MGD) on average (annual volume divided by 365 days).

(6) Wholesale.

The following water volume rate shall be applicable for those federal, (A) state or local governments, governmental agencies or governmental subdivisions that are authorized to purchase water by city ordinance and enter into contracts with the city for wholesale purchases. The block 1 volume is the amount of water used up to 100% of the average winter consumption ("AWC") of the wholesale customer, the AWC being the average volume of water used as measured by the meter reading for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the volume of water used in excess of the block 1 volume up to an additional 200% of the AWC (total of block 1 and block 2 is equal to 300% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes. For wholesale customers that do not have an AWC calculated for their service, the AWC shall be established by contract based upon the average volume of water authorized in the contract for delivery in the months of September, October, November, December, January and February. Thereafter, an AWC shall be calculated based upon the volume of water actually used as provided for in this section. Solely for the purposes of wholesale customers, the water volume rate shall be 1.5 times the water volume rate for all other customers as set forth above, as applicable to each block.

Budget Ordinance 23-24 Page 7 of 19

- (B) Nothing contained herein, absent agreement otherwise by the wholesale customer, shall affect existing valid and subsisting wholesale contracts by and between the city and wholesale customers. Any renewal or extension of such contract, other than renewals and extensions that may be exercised unilaterally by the wholesale customer, shall provide for the rates prescribed in this section.
- (C) The rates prescribed herein for wholesale customers reflect the increased cost of service by the city for such customers, including without limitation, costs related to water distribution infrastructure and remote metering and service issues, standby water demands, and the impact of advancing the timing of water supply projects to meet additional water supply demands for wholesale customers.
- (7) <u>Fire hydrant.</u> All non-fire use of water from a fire hydrant, including construction use, will be charged at a block 2 rate as established by this section.
- (8) Affordable or average billing. Affordable or average billing may be offered to certain customers by policy approved by the city manager or his designee. The policy shall provide for an averaging methodology that ensures the city shall receive the total amount due over the course of a year, and that has a sign-up period between September and December of each year.

SECTION 16. THAT Subsection 22.03.095 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

- § 22.03.095 Discontinuance, suspension, refusal of service, and restoration of service.
- (a) The City of Lubbock Water Utilities may discontinue, suspend, disconnect or refuse to supply water to any consumer who fails to comply with section 22.03.089 of this chapter and/or section 28.10.053 of this code. Such water service shall also be disconnected when a consumer fails to pay for other utility services rendered by the city.
- (b) Every consumer of the city's water utility system shall pay charges for water consumption as provided in section 22.03.089 of this chapter. Notice and opportunity for hearing pursuant to this chapter will be given persons disputing the amount of such charges. In the event same are not so paid, the city shall disconnect water service unless said user or consumer has appeared and shown substantial reason why such action should not be taken.
- (c) If water service is disconnected or cut off due to nonpayment, the customer will be charged thirty-five dollars (\$35.00) for the disconnection. Whenever the amount past due and delinquent is paid by such consumer, water service may be restored, but there shall be charged and collected a reconnection charge of thirty-five dollars (\$35.00) for reconnection during normal working hours and fifty dollars (\$50.00) for reconnection outside normal working

hours. Normal working hours are from 8:00 a.m. to 5:00 p.m. on weekdays, excluding city holidays. Water service shall also be disconnected when a user or consumer fails to pay for other city utility services rendered by or through the authority of the city.

- (d) If water service is disconnected or cut off due to nonpayment for any of the city utility services furnished, the water department shall not permit water service to be restored and turned on again for the consumer at the same premises, or to the consumer at any other premises within the city, until the full delinquent amount shall have been paid. The full delinquent amount shall be defined as payment for both services rendered as required by ordinance and for any additional charges authorized by ordinance in order to disconnect or re-establish service including but not limited to equipment, labor and charges related to the repair of meters, curb stops, damaged boxes, and cutting at the corporation, street or alley repairs, or any other repairs and charges made necessary by the user's delinquency or tampering.
- (e) If water service is disconnected or cut off by the city at the corporation, the corporation being defined as the connection to the city main, the consumer will be charged three hundred dollars (\$300.00) for the disconnection, and the consumer shall be charged an additional three hundred dollars (\$300.00) for reconnection of service.

SECTION 17. THAT Subsection 22.04.133(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.04.133 Application

- (a) Significant industrial users, as defined in section 22.04.002, shall complete and file with the city Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221, an application in the form prescribed by the city, and accompanied by a fee of one thousand dollars (\$1,000.00). Existing users shall apply for a wastewater contribution permit within thirty (30) days after the effective date of this article, and proposed new users shall apply at least ninety (90) days prior to connecting to or contributing to the POTW. Applications can be obtained from the Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221. In support of the application, the user shall submit, upon request, in units and terms appropriate for evaluation, part or all of the following information:
 - (1) Name, address, and location of actual facility (if different from the mailing address);
 - (2) SIC number according to the current Standard Industrial Classification Manual, Bureau of the Budget;
 - (3) Wastewater constituents and characteristics including but not limited to those mentioned in division 3 of this article as determined by a

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reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to section 304(g) of the act and contained in 40 CFR, part 136, as amended;

- (4) Time and duration of contribution;
- (5) Average daily and thirty-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- (7) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- (8) The nature and concentration of any pollutants in the discharge which are limited by any city, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;
- (9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, and if so, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
 - (A) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, executing contract for major components, commencing construction, completing construction, etc.).
 - (B) No increment referred to in subsection (A) above shall exceed nine (9) months.
 - (C) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director of water utilities including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the

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user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the director of water utilities.

- (10) Each product produced by type, amount, process or processes and rate of production;
- (11) Type and amount of raw materials processed (average and maximum per day);
- (12) Number of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- (13) Any other information as may be deemed by the city to be necessary to evaluate the permit application;
- (14) Name and title of industrial user (IU) official;
- (15) List of any other environmental permits the IU has held;
- (16) Applicable categorical standards such as: the date IU commenced discharge to the city, date of receipt of baseline monitoring report (BMR), date of receipt of the 90 day report for categorical industrial users (CIUs);
- (17) Certification or the requirement of total toxic organics (TTO) monitoring;
- (18) Submittal of toxic organic management plan (TOMP), best management practices (BMP's) or other management plan;
- (19) Any planned changes in the production rate by the IU;
- (20) Identification of sources of discharge such as regulated, dilution flow, unregulated, (used for the combined wastewater formula to derive pollutant limits);
- (21) Indication of the applicability of combined wastewater formula;
- (22) Estimation or measurement of process and nonprocess flows;
- (23) Identification of types of discharge, such as continuous or batch discharge;
- (24) Description of pretreatment facilities;
- (25) Submittal of slug discharge control plan as required under 40 CFR 403.8(f)(2)(v), if needed;
- (26) Description of manufacturing facilities;

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- (27) Description of chemical spill prevention areas; and
- (28) List of hazardous waste and description of storage area of hazardous waste.

SECTION 18. THAT Subsection 22.04.174 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.04.174 Septic tank emptying

- (a) Regulation 1. Permit required. No septic tank, cesspool or chemical toilet, or any similar receptacle for waste storage shall be emptied at the Southeast Water Reclamation Plant or any other designated emptying site or its contents removed except by a person holding an annual transport permit from the city health official, as well as an annual disposal permit from the city's director of water utilities.
- (b) Regulation 2. Sanitary requirements. The permittee shall take all reasonable measures to prevent the development or existence of a nuisance or of any condition hazardous to health which can arise from his operations, and shall comply with the following:
 - (1) Material taken from a septic tank, cesspool, chemical toilet, or any similar receptacle for waste storage shall be disposed of only in a manner and place approved by the health official. Approval shall be obtained at the time of issuance of the TCEQ permit, and no change in the approval procedure shall be made by the permittee without prior approval of the health official.
 - (2) Every vehicle and all auxiliary equipment used for the transportation or handling of the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be liquid tight, gastight, and soundproof, so that no foul material may spill or escape therefrom. Tanks on septic vehicles shall have a minimum capacity of seven hundred fifty (750) gallons, as per city health department regulations.
 - (3) No vehicle or auxiliary equipment used for carrying, transporting or handling the contents of septic tanks, cesspools, chemical toilets or any similar waste storage receptacle shall be allowed to stand or remain near any occupied premises.
 - (4) Vehicles and equipment shall be kept in a clean condition and shall not be opened longer than is necessary when in use.
 - (5) Each vehicle used under this regulation shall have the permittee's TCEQ permit number visibly inscribed on the sides of the vehicle and the rear face in numerals not less than two (2) inches high.

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- (6) Mixing of incompatible wastes within the same container is prohibited. Transporters shall not use the same container or pumping equipment to collect or transport incompatible waste without first emptying and cleaning the container and equipment of all previously handled wastes. For purposes of this subsection, incompatible waste means wastes which have different processing, storage, or disposal requirements. However, transporters may mix wastes with different characteristics provided the facility to which the waste is being transported is authorized to store, process, or dispose of such waste mixture.
- (c) Regulation 3. Waste control record. Persons who collect and/or transport waste subject to control under this subchapter shall initiate and maintain a record of each individual collection and deposit. Such record shall be in the form of a manifest trip ticket or other similar documentation approved by the director of water utilities. The transporter shall provide the person who generates the waste a copy of the waste control record or other document showing receipt of waste and shall provide the facility operator a copy of all control records of wastes deposited. The transporter shall retain a copy of all records showing the collection and disposition of waste. Such copies shall be retained for three (3) years and made available to the director of water utilities upon request. The waste control record shall include:
 - (1) Owner, address, telephone number, and TCEQ registration number of transporter;
 - (2) Name, address, and telephone number of the person who generates the waste and date collected;
 - (3) Type and amount of waste collected or transported;
 - (4) Name of responsible person (driver) collecting, transporting, and depositing the waste;
 - (5) Date and place where the waste was deposited;
 - (6) Identification (permit application or site registration number, location, and operator) of the facility where the waste was deposited; and
 - (7) Name and signature of facility representative acknowledging receipt of the waste and the amount of waste received.
- (d) Regulation 4. Location of waste dumping. Transporters shall deposit wastes at a facility designated by or acceptable to the generator of said wastes and the city where the operator of the facility agrees to receive the wastes.
 - (1) Only true septage will be accepted at the Southeast Water Reclamation Plant. Grease trap waste and grit/sand trap wastes or any

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- blending of grease and grit trap waste with septage shall not be accepted.
- (2) In the event of a discharge of waste during collection or transportation, the collector or transporter must take appropriate action to protect human health and the environment, e.g. notify local law enforcement, TCEQ, and the city health department as to size, nature, and location of the discharge area; clean up any waste discharge that occurs during transportation; or take such action as may be required or approved by federal, state, or local officials having jurisdiction so that the waste discharge no longer presents a public health or environmental problem. Transporters are responsible for reporting spills in accordance with requirements of the "State of Texas Oil and Hazardous Substance Spill Contingency Plan."
- (e) Regulation 5. Plant operation disposal hours. Transporters shall deposit wastes at the Southeast Water Reclamation Plant or other designated site only during the hours posted at the gate.
- (f) Regulation 6. Notification of waste dumping. Prior to dumping each tank truck, transporter shall stop at the gate, notify the facility operator, and allow inspection and sampling of the contents.
- (g) Regulation 7. Sampling, analysis, and charges. Samples of tank contents will be obtained and analyzed. Analysis will be performed and any results outside the acceptable analysis limits will be rejected and the TCEQ will be notified of the results. Tank truck companies will be surcharged for BOD and TSS.
- (h) Regulation 8. Load fees. Each truck load will be assessed a minimum dump fee of thirty-eight dollars (\$38.00) and \$0.00371 per gallon.
- (i) Regulation 9. Disposal permit fees. Annual disposal permits are obtainable from the SEWRP located at 3603 Guava Ave, 806-775-3221, at a cost of eighty-five dollars (\$85.00) per vehicle.
- October 1st of each year beginning October 1, 1991. In the event a septic waste transporter applies for a new permit after October 1st, the permit fee of eighty-five dollars (\$85.00) will be prorated in order to include only the months of waste disposal. The permittee shall renew all permits on October 1st of each year thereafter.
- (k) Regulation 11. Transport permit fees. The following transport permits are obtainable from the city Environmental Health Department, 1314 Avenue K, 806-797-2951 at a cost of:
 - (1) On-site sewage disposal system: \$61.00.
 - (2) Commercial septic tank emptying: \$61.00.

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- (3) Veterans administration loan inspection: \$21.00.
- (l) Regulation 12. Weekend dumping fee. A weekend dumping fee of \$57.00 will be charged beginning October 1, 2023.

SECTION 19. THAT Subsection 22.06.051 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.06.051 Dumping—Must be at designated place; rates

- (a) It shall be unlawful for any person to discharge, dump or unload any garbage, rubbish, refuse or other waste matter at any place within the city, or its jurisdiction, except at the designated city landfill or at such other place as may be designated by the department of sanitation.
- (b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-eight dollars and twenty-five cents (\$38.25) plus any applicable state or federal fee or surcharges at landfill 2252 (West Texas Regional Disposal Facility) and thirty-three dollars and no cents (\$33.00) at landfill 69 (Caliche Canyon) effective October 1, 2023. All special wastes that must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the solid waste department. Persons desiring to dump special wastes at the city landfill shall pay an additional charge per ton of waste dumped of seventy-three dollars and thirty-four cents (\$73.34) plus any applicable state or federal fee or surcharge for waste generated outside of the city.
- (c) Any person desiring to dump such wastes as described above whose vehicle is not covered in such a manner as to prevent the loss or spillage of such waste during transit shall be charged a surcharge of fifteen dollars (\$15.00) for a non-commercial vehicle and thirty dollars (\$30.00) for a commercial vehicle in addition to the above-listed charges.
- (d) Those persons subject to the assessment set forth in section 22.06.185(a)(1) and (2) shall not be required to pay a dumping fee.
- (e) It shall be unlawful for any person to dump any refuse at any city landfill without the payment of the prescribed fees and surcharges.

SECTION 20. THAT Subsection 22.06.185(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

§ 22.06.185 Amounts generally

(a) An assessment is hereby levied for removing garbage, rubbish and trash in accordance with the schedule listed in this section. This shall be the minimum assessment and any additional charges for extra pickups, extra service or extra containers which are now or may in the future be assessed shall be in addition to this charge.

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- (1) Residential (One unit): eighteen dollars and fifty cents (\$18.50) per month, effective October 1, 2023, plus any applicable state or federal fee or surcharge.
- (2) Small commercial, churches, day nurseries, private schools, professional offices, home beauty shops, other customary home occupations, nursing homes, orphan, maternity and geriatric homes, lodges, sororities and fraternities generating less than twenty (20) cubic feet per pickup and sharing with at least 3 other business or residential units: Thirty-six dollars and forty-eight cents (\$36.48) per month effective October 1, 2023, plus any applicable state or federal fee or surcharge.
- (3) Multifamily (more than four units with container), mobile home parks with container, commercial, institutional, hotels, dormitories, motels, hospitals, clinics, governmental agencies, and industrial:

Container Size (Cubic Yards)	Monthly Charge
2 or less	\$49.22
3	\$72.95
4	\$96.69
6	\$139.97
8	\$183.25

Plus any applicable state or federal fee or surcharge.

When two businesses share a dumpster, the monthly charge per container size is divided equally among the two businesses.

Roll-off containers shall be assessed a one hundred and twenty dollars (\$120.00) charge per pickup, three dollars (\$3.00) per day rental, and thirty-eight dollars and twenty-five cents (\$38.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2023.

Compactor containers shall be assessed a charge of one hundred and twenty dollars (\$120.00) per pickup in addition to thirty-eight dollars and twenty-five cents (\$38.25) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2023.

For the purpose of this section and its use herein, the word "container" shall mean a detachable container of heavy durable material subject to being moved by automation.

SECTION 21. THAT any transfers of funds from the General Fund to the Enterprise Funds to subsidize operations of that Enterprise Fund will be reconciled and trued-up at the end of the fiscal year and only the amount of funds necessary to balance the Enterprise Fund

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will be transferred.

SECTION 22. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 23. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the Citizens Tower for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 24. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1-4 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 25. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 26. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 27. THAT matters revised after the proposed budget was filed with the City Secretary are attached hereto as Exhibit G.

AND IT IS SO ORDERED

Passed by the City Council on first reading this	day of, 2023.
VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

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<u> </u>	
Council members present but not voting:	
Council members absent:	
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Passed by the City Council on second reading the	
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VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
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VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

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TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Apry L. Sims, Deputy City Attorney

	Budget -Y 2023-24
General Fund Revenue Sources	
Taxes	
Property Taxes	\$ 85,173,827
Delinquent Taxes/Penalties & Interest	981,253
Sales Tax	98,095,297
Mixed Beverage Tax	1,704,000
Bingo Tax	222,000
Suddenlink	1,590,952
Xcel Energy	285,300
Atmos	3,000,000
South Plains Electric Coop.	1,736,000
West Texas Gas	69,600
Franchise Fee	21,552,787
Telecom ROW	1,400,000
Development Services	334,300
General Government	272,200
City Secretary	480,100
Public Safety	870,323
Public Works/Solid Waste	30,250,045
Public Health	71,157
Animal Shelter	79,500
Cultural/Recreational	636,789
Museum	347,995
Licenses and Permits	5,205,055
Intergovernmental	474,281
Fines and Forfeitures	2,726,411
Interest Earnings	2,445,243
In Lieu of Property Tax	10,954,760
Rental	20,400
Recoveries of Expenditures	1,041,510
Oil and Gas Royalties	368,000
Other	532,500
Transfers from LP&L	1,905,807
Transfers from Water/Wastewater Fund	2,936,773
Transfers from Airport Fund	2,364,893
Transfers from Risk Fund	180,000
Transfers from Stormwater	604,438
Total General Fund Revenue	\$ 280,913,496
Use of Excess Reserves	 6,095,158

	Budget FY 2023-24
General Fund Appropriation Units	
Administrative Services:	
City Attorney	\$ 2,520,286
City Council	597,710
City Manager	1,823,934
City Secretary	1,784,850
Facilities Management	5,183,900
Finance	3,819,006
Human Resources	1,233,163
Internal Audit	472,089
Non-departmental	2,186,358
Communications and Marketing and Call Center	864,110
Administrative Services Appropriation	20,485,406
Cultural and Recreation Services:	
Library	4,343,217
Cultural Arts	1,417,734
Parks and Recreation	13,474,712
Cultural and Recreation Services Appropriation	19,235,663
Caltural and Necreation Services Appropriation	13,233,003
Development Services:	
Building Safety	3,053,203
Code Enforcement	3,136,430
Environmental Health	1,368,886
Vector Control	638,692
Planning	1,150,138
Development Services Appropriation	9,347,349
Public Works/Solid Waste:	
Engineering	953,646
Solid Waste	26,582,117
Streets	5,693,545
Traffic	4,357,389
Public Works/Solid Waste Appropriation	37,586,697
Dublic Sefety and Health Services	
Public Safety and Health Services:	2 447 205
Animal Services	3,447,385
Fire	72,546,413
Municipal Court	2,144,178
Police	90,134,863
Public Health Rubble Coffee & Health Coming Agreements in a	1,734,323
Public Safety & Health Services Appropriation	170,007,162
Other Appropriation:	
Transfers	29,848,906
Other Appropriation	29,848,906
Additional COLI Adjustment	 497,470
Total General Fund Appropriation	\$ 287,008,654

	Budget FY 2023-24
Debt Service Fund Revenue Sources	
Tax Collection	\$ 26,864,389
Interest on Investments	180,000
Transfer from Solid Waste	3,363,113
Transfer from North Overton TIF	3,078,437
Transfer from CBD TIF	946,291
Transfer from Hotel Tax Fund	89,375
Transfer from Gateway	8,711,448
Transfer from LP&L - Citizens Tower	1,140,242
Transfer from Water - Citizens Tower	146,583
Transfer from Storm Water (Street Maintenance)	102,608
Total Debt Service Fund Revenue	44,622,486
Debt Service Fund Expenditures	
General Obligation Bonds	26,866,834
Solid Waste	3,363,113
North Overton TIF	3,078,437
CBD TIF	946,261
Gateway	8,711,448
Hotel Tax	89,375
SIB Loan	631,605
Fiscal Agent Fees	14,000
Bond Sale Charges	180,000
Transfer to Civic Centers	448,056
Total Debt Service Fund Appropriation	44,329,129
Fleet Services Fund	
Total Fleet Service Fund Revenue	13,471,328
Total Fleet Service Fund Appropriation	13,344,547
Health Benefits Fund	
Total Health Benefits Fund Revenue	42,337,476
Total Health Benefits Fund Appropriation	42,179,337
Information Technology Fund	
Total Information Technology Revenue	13,676,629
Total Information Technology Appropriation	13,453,514
Telecommunications Fund	
Total Telecommunications Revenue	1,637,701
Use of Excess Reserves	2,248
Total Telecommunications Appropriation	1,639,949
GIS and Data Services Fund	
Total GIS & Data Services Revenue	898,288
Use of Excess Reserves	4,648
Total GIS & Data Services Appropriation	902,936
Radio Shop Fund	
Total Radio Shop Revenue	3,063,351
Use of Excess Reserves	44,093
Total Radio Shop Appropriation	3,107,444
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	Budget FY 2023-24
Investment Pool Fund	
Total Investment Pool Fund Revenue	286,180
Use of Excess Reserves	976
Total Investment Pool Fund Appropriation	287,156
Print Shop Fund	
Total Print Shop Revenue	247,895
Total Print Shop Appropriation	247,895
Warehouse Fund	
Total Warehouse Fund Revenue	510,611
Total Warehouse Fund Appropriation	476,928
Risk Management Fund	
Total Risk Management Fund Revenue	\$ 14,156,543
Use of Excess Reserves	326,899
Total Risk Management Fund Appropriation	14,483,442
Airport Fund	
Total Airport Fund Revenue	18,035,545
Total Airport Fund Appropriation	15,690,640
Cemetery Fund	
Total Cemetery Fund Revenue	479,025
Transfer from General Fund	335,162
Total Cemetery Fund Appropriation	814,187
Civic Centers Fund	
Total Civic Center Fund Revenue	688,220
Transfer from HOT Fund	2,609,010
Transfer from Debt Service Fund	448,056
Use of Excess Reserves	852,340
Total Civic Center Fund Appropriation	4,597,626
Lake Alan Henry Fund	
Total Lake Alan Henry Fund Revenue	694,959
Use of Net Assets	263,275
Total Lake Alan Henry Fund Appropriation	958,234
Lubbock Power and Light Fund	
Total Lubbock Power and Light Fund Revenue	244,099,807
Transfer from Other Funds	1,534,767
Use of Excess Reserves	8,466,819
Total Lubbock Power and Light Fund Appropriation	254,101,393
Storm Water Utility Fund	
Total Storm Water Utility Fund Revenue	23,234,448
Use of Excess Reserves	224,896
Total Storm Water Utility Fund Appropriation	23,459,344

	Budget FY 2023-24
Transit Fund	
Total Transit Fund Revenue	15,317,201
Transfer from Economic Development Fund	400,000
Transfer from City of Lubbock	2,458,356
Use of Excess Reserves	580,891
Total Transit Fund Appropriation	18,756,448
Water/Wastewater Utility Fund	
Total Water/Wastewater Utility Fund Revenue	160,927,719
Transfer from Other Fund	107,912
Use of Excess Reserves	234,584
Total Water/Wastewater Utility Fund Appropriation	161,270,215
Abandoned Vehicle Fund	
Total Abandoned Vehicle Fund Revenue	1,714,645
Use of Excess Reserves	160,355
Total Abandoned Vehicle Fund Appropriation	1,875,000
Animal Assistance Program	
Total Animal Assistance Program Fund Revenue	295,960
Use of Excess Reserves	10,405
Total Animal Assistance Program Fund Appropriation	306,365
Bell Farms PID	
Total Bell Farms PID Fund Revenue	413,435
Total Bell Farms PID Fund Appropriation	307,488
Cable Services Fund	
Total Cable Services Fund Revenue	493,000
Use of Excess Reserves	7,000
Total Cable Services Fund Appropriation	500,000
Central Business District TIF Fund	
Total Central Business District TIF Fund Revenue	1,677,959
Total Central Business District TIF Fund Appropriation	1,058,549
Community Development Fund	
Total Community Development Fund Revenue	6,257,183
Total Community Development Fund Appropriation	6,257,183
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	171,000
Use of Excess Reserves	28,000
Total Criminal Investigation Fund Appropriation	199,000
Department of Justice Asset Sharing	
Total Department of Justice Asset Sharing Revenue	-
Use of Excess Reserves	2,000
Total Department of Justice Asset Sharing Appropriation	2,000

	Budget FY 2023-24
Economic Development Fund	
Total Economic Development Fund Revenue	4,500,090
Transfer from General Fund	88,973
Use of Excess Reserves	1,195
Total Economic Development Fund Appropriation	4,590,258
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	372,000
Transfer from General Fund	8,250,525
Use of Excess Reserves	838,923
Total Gateway Streets Fund Appropriation	9,461,448
Grants	
Total Grant Revenue	5,526,360
Total Grant Appropriation	5,526,360
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	9,400,000
Total Hotel Motel Tax Fund Appropriation	9,400,000
Impact Fees	
Total Impact Fees Revenues	3,465,000
Use of Excess Reserves	1,570,000
Total Impact Fee Appropiation	2,870,000
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	1,038,478
Total Lubbock Business Park TIF Appropriation	117,362
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	8,906,909
Total Lubbock Economic Development Alliance Fund Appropriation	8,906,909
Municipal Court Fund	
Total Municipal Court Fund Revenue	363,857
Total Municipal Court Fund Appropriation	258,268
North and East Lubbock Neighborhood and Infrastructure Fund	
Transfer from General Fund	331,200
Total North and East Lubbock Neighborhood Fund Appropriation	331,200
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	1,014,914
Use of Excess Reserves	35,036
Total North Overton Public Improvement District Fund Appropriation	1,049,950
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	5,617,799
Transfer from Hotel Motel Tax	446,568
Total North Overton Tax Increment Fund Appropriation	4,852,101

	Budget FY 2023-24
North Point Public Improvement District Fund	
Total North Point Public Improvement District Fund Revenue	329,229
Use of Excess Reserves	225,409
Total North Point Public Improvement District Fund Appropriation	554,638
Northwest Passage Public Improvement District Fund	
Total Northwest Passage Public Improvement District Fund revenue	3,080
Total Northwest Passage Public Improvement District Fund Appropriation	3,080
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	267,570
Total Quincy Park Public Improvement District Fund Appropriation	206,488
Truancy Prevention and Diversion Fund	
Total Truancy Prevention and Diversion Fund Revenue	172,858
Total Truancy Prevention and Diversion Fund Appropiation	163,500
Upland Crossing Public Improvement District Fund	
Total Upland Crossing Public Improvement District Fund Revenue	276,354
Total Upland Crossing Public Improvement District Fund Appropriation	159,325
Upland Crossing 2 Public Improvement District Fund	
Total Upland Crossing Public Improvement District Fund Revenue	3,145
Total Upland Crossing Public Improvement District Fund Appropriation	3,145
Upland Crossing 3 Public Improvement District Fund	
Total Upland Crossing Public Improvement District Fund Revenue	94
Total Upland Crossing Public Improvement District Fund Appropriation	94
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	72,261
Use of Excess Reserves	2,350
Total Valencia Public Improvement District Fund Appropriation	74,611
Vintage Township Public Improvement District Fund	
Total Vintage Township Public Improvement District Fund Revenue	\$ 205,284
Total Vintage Township Public Improvement District Fund Appropriation	205,284
Willow Bend Villas Public Improvement District Fund	
Total Willow Bend Villas Public Improvement District Fund Revenue	74,005
Total Willow Bend Villas Public Improvement District Fund Appropriation	16,439

	Budget
	FY 2023-24
Lubbock Economic Development Alliance	
Total Lubbock Economic Development Alliance Revenue	11,867,889
Use of Non-Cash Assets - Land	85,500
Use of Excess Reserve	13,210,824
Total Lubbock Economic Development Alliance Appropriation	25,164,213
Market Lubbock, Inc.	
Total Market Lubbock, Inc. Revenue	4,189,674
Use of Excess Reserve	3,717,776
Total Market Lubbock Inc. Appropriation	7,907,450
Market Lubbock, Inc Visit Lubbock, Inc.	
Total Market Lubbock, Inc Visit Lubbock, Inc. Revenue	3,833,735
Use of Excess Reserve	4,110,203
Total Market Lubbock Inc Visit Lubbock, Inc. Appropriation	7,943,938
Market Lubbock, Inc Sports Authority	
Total Market Lubbock, Inc Sports Authority Revenue	5,542,792
Use of Excess Reserve	1,370,068
Total Market Lubbock Inc Sports Authority Appropriation	6,912,860
Civic Lubbock, Inc.	
Total Civic Lubbock, Inc. Revenue	1,892,813
Total Civic Lubbock, Inc. Appropriation	1,892,813
Vintage Township Public Facilities Corporation	
Total Vintage Township Public Facilities Corporation Revenue	190,290
Total Vintage Township Public Facilities Corporation Appropriation	190,290

Exhibit C - Transfers Summary

irport Capital Projects Fund	From	Description Airport Cash Funded Capital	\$ 770,0
irport Capital Projects Fund	Airport Enterprise Fund	Airport Cash Funded Capital	
irport Enterprise Fund	Airport CFC Fund	Airport CFC Debt Service	1,050,3
irport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,498,4
emetery Enterprise Fund	General Fund	Cemetery Operations	335,1
ivic Center Capital Projects Fund	Civic Center Enterprise Fund	Civic Center Cash Funded Capital	841,4
vic Center Capital Projects Fund	Hotel Occupancy Tax Fund	Hotel Cash Funded Capital (Civic Center)	415,7
vic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	448,0
vic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	2,609,0
ebt Service Fund	Central Business District TIF	Debt Service Payment	946,2
ebt Service Fund	Gateway Streets Fund	Debt Service Payment	8,711,4
ebt Service Fund	General Fund (Solid Waste)	Debt Service Payment	3,363,1
	*	•	
ebt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	89,3
ebt Service Fund	Lubbock Power & Light	Debt Service Payment - Citizen Tower	1,140,2
ebt Service Fund	North Overton TIF	Debt Service Payment	3,078,4
ebt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	102,6
ebt Service Fund	Water/Wastewater Enterprise Fund	Debt Service Payment - Citizen Tower	146,5
onomic Development Fund	General Fund	Economic Development Operations	88,9
eet Capital Projects Fund	Civic Center Enterprise Fund	Civic Center Cash Funded Capital (Vehicles)	70,0
eet Capital Projects Fund	Fleet Operating Fund	Fleet Cash Funded Capital (Vehicles)	70,0
eet Capital Projects Fund	General Fund	General Fund Cash Funded Capital (Vehicles)	1,248,5
eet Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital (Vehicles)	305,0
eet Capital Projects Fund	Water/Wastewater Enterprise Fund	Water/Wastewater Cash Funded Capital (Vehicles)	1,844,0
eet Capital Projects Fund	Radio Shop Fund	Radio Shop Cash Funded Capital (Vehicles)	50,0
et Maintenance Fund	General Fund (Solid Waste Collections)	Vehicle Tax Notes	194,4
eet Maintenance Fund	General Fund (Solid Waste Disposal)	Vehicle Tax Notes	690,0
eet Maintenance Fund	General Fund (Fire Equipment Maintenance)	Vehicle Tax Notes	781,9
eet Vehicle Replacement Fund	Civic Center Enterprise Fund	Vehicle Replacement Fund	7,2
•	•	•	
eet Vehicle Replacement Fund	Fleet Maintenance Fund	Vehicle Replacement Fund	27,2
eet Vehicle Replacement Fund	Stormwater Enterprise Fund	Vehicle Replacement Fund	386,2
eet Vehicle Replacement Fund	Water/Wastewater Enterprise Fund	Vehicle Replacement Fund	482,1
teway Streets Capital Projects Fund	Gateway Streets Fund	Gateway Streets Cash Funded Capital	500,0
teway Streets Capital Projects Fund	Stormwater Enterprise Fund	Storm Water Cash Funded Capital	1,760,0
ateway Streets Fund	General Fund	Gateway Operations & Debt	8,250,5
eneral Facilities System Improvements Capital Projects	General Fund	General Fund Cash Funded Capital	200,0
eneral Fund	Airport Enterprise Fund	Indirect Cost	412,7
			•
eneral Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,952,1
eneral Fund	Lubbock Power & Light	Indirect Cost	1,905,8
eneral Fund	Risk Management Fund	Organizational Development	180,0
eneral Fund	Stormwater Enterprise Fund	Indirect Cost	247,1
eneral Fund	Stormwater Enterprise Fund	Playa Lake	357,3
eneral Fund	Water/Wastewater Enterprise Fund	Paved Streets	918,2
eneral Fund	Water/Wastewater Enterprise Fund	Indirect Cost	2,018,5
rant Fund	Transit Enterprise Fund		2,892,8
	·	Transit Operations	
otel Motel Capital Projects Fund	Hotel Occupancy Tax Fund	Hotel Occupancy Tax Cash Funded Capital	379,9
bbock Business Park TIF Capital Projects Fund	Lubbock Business Park TIF	Lubbock Business Park TIF Cash Funded Capital	100,0
bbock Power & Light	General Fund	Debt Service Payment/CIS-Solid Waste CC	224,8
bbock Power & Light	General Fund	Utility Collections-Solid Waste CC	1,391,9
bbock Power & Light	Stormwater Enterprise Fund	Debt Service Payment - Customer Info System	224,8
bbock Power & Light	Stormwater Enterprise Fund	Utility Collections	1,391,9
bbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - AMI Debt	180,1
	•	•	
bbock Power & Light	Water/Wastewater Enterprise Fund	Debt Service Payment - Customer Info System	449,7
bbock Power & Light	Water/Wastewater Enterprise Fund	Utility Collections	2,783,8
bbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Cash Funded Capital	25,016,5
orth & East Lbk Ngbhd & Infrstr	General Fund	North & East Lubbock Operations	331,2
orth Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	446,5
rth Overton TIF Capital	North Overton TIF	North Overton Cash Funded Capital	1,750,0
rks Capital Projects	General Fund	General Fund Cash Funded Capital	100,0
rks Capital Projects	Lake Alan Henry Fund	Lake Alan Henry Cash Funded Capital	188,0
blic Safety Capital Projects	General Fund	General Fund Cash Funded Capital	3,236,1
		•	
ormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Cash Funded Capital	1,875,0
reets Capital Projects	General Fund	General Fund Cash Funded Capital	13,200,0
affic Control System Capital Projects	General Fund	General Fund Cash Funded Capital	400,0
ansit Enterprise Fund	Economic Development Fund	Transit Operations	400,0
ansit Enterprise Fund	General Fund	Transit Operations	2,458,3
ntage Township Public Facilities Corporation	Vintage Township PID	Debt Service Payment	190,2
ater/Wastewater Capital Project Fund		•	
• •	Water/Wastewater Enterprise Fund	Wastewater Cash Funded Capital	8,580,0
ater/Wastewater Capital Project Fund	Water/Wastewater Enterprise Fund	Water Cash Funded Capital	9,575,0
ater/Wastewater Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	107,9
idio Shop Capital Fund	Radio Shop Fund	Radio Shop Cash Funded Capital	400,0
reets Capital Project Fund	Gateway Streets Fund	Gateway Streets Cash Funded Capital	250,0

Project Number	Project Name	Арр	ropriation to Date	Appropriation FY 2023-24
8550	Golf Course Improvements	\$	943,949	85,748
8606	FEMA Restudy - Systems C & D	7	900,000	-
8610	Remove Reseal Joints In Concrete		7,799,886	(2,246,986
8614	Asset Management		1,940,000	(2)2 10,330
8615	Transmission Line & Easement Maintenance		898,692	_
8625	Field Asset Inventory Data Verification		2,350,862	_
8626	Distribution Planning		338,000	342,000
8628	Digital Orthophotography		1,015,000	250,000
8629	Civic Center Exterior Repair and Upgrade		420,231	
8631	Convention Center Hotel Project		74,494	_
8634	City Council Initiatives		125,000	-
8638	Canyon and Playa Lakes Restoration and Restudy		2,000,000	-
8639	Future Infrastructure Funding Study		366,500	-
8646	Public Safety CAD, Mobile and RMS Software		4,100,000	-
8647	Outer Route (Loop 88) Segments 1 & 2		609,700	-
8648	Airfield Pavement Maintenance		1,002,596	-
8649	Fire Hydrant Repair & Replacement		1,040,000	200,000
8659	Downtown One Way to Two Way Street Conversion		800,000	-
8661	Historic District Designation		300,000	-
8662	McAlister Park Planning/Suppor		42,000	-
8664	21-22 Comprehensive Zoning Map Analysis		75,000	-
8665	Document Management System		215,000	-
8667	Flood Protection Study		762,500	-
8668	Diversion Center Contribution		3,500,000	-
8669	Job Training -ARPA		3,500,000	-
8670	Small Business Grant - ARPA		2,500,000	(1,975,319
8671	Non-Profit Grants - ARPA		1,000,000	(996,592
8674	City Facilities to Retail Electric		200,000	
8675	Employee Education Assistance - ARPA		500,000	-
8676	Watershed Boundary and Drainage Studies		250,000	275,000
8677	FEMA Restudy - System B		500,000	-
8678	Storm Water Vault Improvements		150,000	-
8679	Lake 7 Permitting and Mitigation		350,000	1,800,000
8680	Lead Service Line Replacement		750,000	-
8681	Water Distribution System Master Plan Update		500,000	-
8682	Strategic Water Supply Plan Update		250,000	-
8683	Safety Management System (SMS) Development		200,000	-
8684	Airfield Pavement Maintenance Phase II		-	100,000
8685	Impact Fee Report		-	200,000
8686	Wastewater Collection System Master Plan Update		-	850,000
8687	Demo Elevated and Ground Storage Tanks		-	275,000
8688	Smart Meter Texas Integration		-	1,574,520
8689	Utility Relocation Ahead of Lake 7		-	400,000
8690	Locate and Repair Water Valves		-	600,000
8691	BCWF Water Supply Optimization		-	350,000
8692	Lake Alan Henry Raw Water Line Cleaning			300,000

Project Number	Project Name	Ар	propriation to Date	Appropriation FY 2023-24
8693	Sanitary Sewer Manhole Adjustments FY 2023-24	\$	-	80,000
8694	Tournament Ball Fields Maintenance & Improvements		-	379,965
92238	Facility Maintenance Fund		1,608,500	320,000
92254	North Overton TIF Public Improvements		4,147,351	750,000
92331	Fiberoptic Communications		2,690,000	275,000
92359	Facility Roof Replacements		2,151,700	-
92361	Terminal Building Remodel		43,775,719	-
92362	Buddy Holly Center Renovations Phase II		609,380	-
92367	Municipal Square Renovations		566,511	-
92399	Gateways		4,500,000	-
92450	Lowhead C Pump Station and Supply Line		23,598,161	-
92484	Substation Upgrades		5,350,000	850,000
92510	Upland Avenue - 66th to 82nd		6,360,311	10,630,000
92513	Pumping System Improvements Phase II		3,000,000	500,000
92518	Storm Water System Improvements & Maintenance		3,155,265	-
92537	GIS Software Upgrades and Interfaces		2,435,000	_
92551	Public Safety Improvements		56,034,333	650,000
92557	Landfill 69 Gas Collection System Replacement		524,730	-
92558	Landfill 69 Groundwater Remediation		695,000	_
92565	Garden And Arts Center Exterior Renovations		295,000	_
92567	Dock And Bridge Replacement		820,454	_
92569	Backup Power at Signalized Intersections		400,000	100,000
92570	American Disability Act Ramp and Sidewalk		1,075,000	250,000
92572	Municipal Hill Car Wash 18-19		250,000	250,000
92578	Enterprise Resource Planning System			_
92579	Airport Property Improvements		2,500,000 1,757,625	_
92580	Cemetery Capital Improvements			_
92583	Automated Metering Infrastructure		80,000	_
92587	Loop 88 Sewer Line Relocation		20,635,000	-
92589	Water Line Upsizing For Development		1,609,132	_
92590	Sewer Line Upsizing for Development		150,000	250,000
92592			200,000	
	Large Valve Project		2,500,000	1,000,000
92593	Roy Furr Pioneer Park		2,000,000	-
92605	Operating System Upgrades		1,115,000	-
92608	Red Raider Substation Distribution Feeders		4,915,000	- (4, 800, 000)
92617	Lake 7 Design and Land Acquisition		3,000,000	(1,800,000)
92619	Construct Federal Inspection Services Facility		3,602,000	-
92620	Civic Center Parking Lot Repair		753,712	270,000
92621	Amphitheatre Erosion Renovations		254,650	187,181
92624	Pickeball Facility A&E		367,655	-
92634	LP&L - GIS Office Renovations		1,115,000	-
92648	Zetron Fire Paging Replacement		800,000	-
92649	Upland Avenue from 82nd Street to 98th Street		1,750,000	<u>-</u>
92653	Storm Water Rehabilitation & Maintenance		2,100,000	600,000
92654	Upland Ave and 66th St Playa Drainage Improvements		5,300,000	2,850,000
92655	North Quaker and Clovis Drainage		1,250,000	-
92656	SEWRP Effluent Pump Station #2 Improvements	\$	7,966,099	-

Project Number	Project Name	Appropriation to Date	Appropriation FY 2023-24
92657	Downtown Sewer Line Replacement	7,400,000	-
92669	114th Street - Slide Road to Quaker Avenue	10,300,000	-
92670	114th Street Quaker Ave to Indiana Ave Design	1,151,000	-
92673	Upland Avenue 98th Street to 114th Street	800,000	-
92674	SEWRP Improvements Plant 3 Nutrient Removal	500,000	1,500,000
92675	Roof Repairs and Replacement	2,513,215	-
92680	Substation Capacity Upgrade - Northeast	9,505,000	-
92683	FY 20-21 Service Distribution Meters	1,033,500	510,000
92684	FY 20-21 Distribution Transformer	11,325,000	750,000
92685	FY 20-21 Distribution System Upgrade	9,550,000	3,000,000
92686	FY 20-21 Overhead Lines	8,720,500	500,000
92687	FY 20-21 Street Lights	2,482,100	1,300,000
92688	FY 20-21 Underground Distribution	10,417,000	1,700,000
92689	ERCOT - Transmission Distribution Service Provider	23,881,137	-
92695	Downtown Redevelopment	2,985,000	250,000
92698	Transfer Station	18,700,000	14,000,000
92699	SEWRP Plant #4 Secondary Clarifier Rehabilitation	2,231,342	-
92701	Major Sewer Line Condition Assessment and Repair	6,299,550	5,000,000
92702	East Lubbock Future Expansion	1,000,000	400,000
92703	Civic Center Convention Center Hotel	106,500	-
92704	North Overton TIF Street Upgrade/Replacement	4,349,680	1,000,000
92705	Outdoor Warning Siren System	1,010,436	-
92706	Neighborhood Plan Development & Implementation	500,000	-
92707	Public Health Facility	10,111,342	-
92708	Memphis Avenue Drainage Improvements	120,583	-
92709	Reese Air Force Water Line	1,416,931	-
92711	Fire Station 20	7,645,000	4,000,000
92712	Transportation Improvement/Unpaved Roads	9,059,162	-
92713	Erskine Street	11,300,000	-
92714	Warehouse Replacement	152,300	-
92718	Parks Playground Phase Ii	746,389	428,848
92720	General Fund Vehicle Replacement FY 21-22	3,267,374	-
92722	General Fund Vehicle Replacement FY 21-22 ARPA	6,361,189	-
92724	Water/Wastewater Vehicle Replacement FY 21-22	792,125	-
92725	Storm Water Vehicle Replacement FY 21-22	124,173	-
92730	Cooke Facility Remodel	205,000	-
92731	Yellowhouse Substation Capacity Upgrade	5,607,891	-
92733	DNV-GL Cascade Upgrades	250,000	-
92734	Additional COLU Phone Lines	370,246	-
92735	FY 2021-22 Vehicles and Equipment	2,625,000	-
92737	114th St - Quaker Avenue to Indiana Avenue	3,193,721	-
92738	Pedestrian and Cyclist Enhancements	235,000	-
92739	Iola Avenue from 122nd to FM 1585	1,275,000	-
92741	Fiber Optic Expansion Continuation	207,871	75,000
92742	Traffic Signal FY 21-22 through FY 25-26	770,235	225,000
92743	Playa Lake 054 Lateral Extension	\$ 500,000	7,000,000
92744	Sewer Ahead of Broadway Avenue	50,000	1,600,000

Project		Ар	propriation to	Appropriation
Number	Project Name		Date	FY 2023-24
92745	Manhole Replacement on Interceptors		1,000,000	-
92746	Sewer Line Replacements		625,000	350,000
92747	Sewer Tap Replacements		1,200,000	300,000
92748	New Water Meter Sets and Meter Replacements		5,270,275	2,300,000
92749	Water Line Replacement FY 21		1,844,767	2,550,000
92750	Water Lines Ahead of Street Paving FY 21		1,975,000	2,500,000
92751	Water Ahead of Broadway Avenue		100,000	-
92752	Water Lines Ahead of Arterial Roadways		100,000	1,450,000
92753	Elevated Storage Tanks		18,531,270	-
92754	Cyber Security Infrastructure		2,240,500	-
92756	Civic Park		1,500,000	-
92757	Housing Project - ARPA		2,500,000	-
92758	Broadband - ARPA		2,000,000	(2,000,000
92759	Public Safety Improvements - ARPA		3,850,000	-
92761	Walking Trails - ARPA		1,200,000	-
92762	Homelessness - ARPA		3,500,000	(500,000
92763	Playground - ARPA		1,100,000	-
92764	Cattail Removal - ARPA		1,900,000	-
92765	Pickleball Facility - ARPA		1,500,000	-
92766	Mae Simmons Parking Lots/Lake 6 RRM - ARPA		500,000	-
92767	TMYSC Junior Field Lights - ARPA		300,000	-
92768	Restrooms Replacement/Renovations - ARPA		900,000	-
92769	Advance Purchase Vehicles 22-23		3,400,000	-
92770	Terminal Building Electrical Upgrades		7,982,071	-
92772	Extend Taxiway L, Taxiline Addition, and Apron Expansion		1,705,200	2,800,000
92773	Civic Center Maintenance Fund		880,550	675,000
92774	Civic Center Equipment Replacement and Upgrade		225,000	125,000
92775	Cemetery Perimeter Fencing		323,491	-
92776	Utility Upgrades, Gateways and Greenspace		1,378,955	-
92777	Mae Simmons / Cross Country Trail		210,000	-
92779	Aquatic Facilities - ARPA		7,322,314	-
92780	FY 22-23 Radio Systems Upgrade		850,000	400,000
92781	Water/Wastewater Vehicle Replacement FY 22-23		927,542	-
92782	Storm Water Vehicle Replacement FY 22-23		734,891	-
92783	General Fund Vehicle Replacement FY23 Tax Note		4,871,332	-
92784	Fleet Vehicle Replacement FY 22-23		38,000	-
92785	Cemetery Vehicle Replacement FY 22-23		40,000	-
92786	Civic Centers Vehicle Replacement FY 22-23		35,000	-
92787	General Fund Vehicle Replacement FY 22-23		5,979,089	-
92788	4kV Distribution Conversion		1,654,273	3,125,000
92789	NERC Security for Substation		350,000	400,000
92790	Security Upgrade - Hill Building		110,000	-
92791	UCSC Expansion		138,000	-
92792	FY 22-23 Vehicles and Equipment		3,715,000	-
92793	LAS Security Fence	\$	90,000	-
92794	Street Maintenance 2023	,	12,019,691	13,000,000
92795	Next Generation Traffic Signal Detection		, -,	• •

Project Number	Project Name	Appropriation to Date	Appropriation FY 2023-24
92796	Shop Renovation	30,000	-
92797	WTRDF Cell Construction	290,900	7,000,000
92798	Mackenzie Park Dam Structure Eval and Restoration	1,000,000	-
92799	Northwest Loop 289 Interceptor Project Phase I	1,250,000	500,000
92800	Sewer Ahead of Street Paving FY22	300,000	350,000
92801	Southwest Lubbock Sanitary Sewer Expansion	1,500,000	, -
92802	Wastewater Collection System Maintenance	250,000	250,000
92803	Water Reclamation Plant Replacement FY 22-23	900,000	1,300,000
92804	North Terminal Storage Reservoir Improvements	6,000,000	-
92805	Southeast Lubbock Water System Expansion	1,500,000	-
92806	West Lubbock Water System Expansion	1,875,000	-
92807	Water Distribution System and Supply Maintenance	550,000	-
92808	Lake Alan Henry Erosion Maintenance	551,308	200,000
92809	Water System SCADA Upgrade	500,000	-
92810	Business Park Median Irrigation	1,272,699	100,000
92811	98th Street: Alcove to Upland - 22B	12,000,000	-
92812	Upland Ave: 4th St to 19th St - 22B	3,200,000	-
92813	34th Street: Upland to Milwaukee - 22B	2,700,000	13,800,000
92814	34th Street: Ave Q to I27 and Quaker to Slide - 22B	7,500,000	-
92815	Upland Ave: 34th to 50th Street - 22B	4,000,000	13,500,000
92816	Upland Ave from 19th Street to 34th Street – 22B	-	3,200,000
92817	Dunbar/Manhattan Heights - 22B	6,500,000	-
92818	66th Street from Alcove Avenue to Upland Avenue – 22B	-	-
92819	Milwaukee Ave: North City Limits to 4th Street - 22B	3,500,000	13,000,000
92820	114th Street from Frankford Avenue to Slide Road – 22B	-	2,200,000
92821	146th St: Quaker to Indiana - 22B	3,200,000	8,800,000
92822	114th Street from Indiana Avenue to University Avenue – 22B	-	-
92823	Residential Unpaved Roadways: East of I-27 - 22B	-	-
92824	Upland Avenue from 50th Street to 66th Street – 22B	-	3,200,000
92825	82nd Street and MLK Blvd - 22B	5,700,000	-
92827	Pre- Purchase Vehicles FY 23-24	3,030,000	-
92829	Work Order System	-	2,000,000
92830	LAH Maintenance Building	-	150,000
92831	LAH Dump Station	-	38,000
92832	Amenity Replacement Program	-	100,000
92833	Purchase, Installation & Training of Specialized Camera System	-	2,586,190
92834	Substation Capacity Upgrade - Erskine	-	5,270,000
92835	Pump Station 11B	-	1,250,000
92836	Overhead/Underground Training Facility	-	110,000
92837	SEWRP Plant #4 Primary Clarifier Rehabilitation	-	200,000
92838	Airport Property Improvements Phase II	-	150,000
92839	Mechanical Systems Improvements	-	370,000
92840	Spare Autotransformer	-	500,000
92841	FY 2023-24 Vehicles and Equipment	\$ -	2,560,000
92842	Storm Water System Improvements	-	750,000
92843	Water Reclamation Electrical Replacement and Monitoring	-	500,000
92844	Lift Station Rehabilitation	_	1,450,000

Project	Discost Name	Appropriation to	Appropriatio
Number	Project Name	Date	FY 2023-24
92845	Water System Electrical Improvements	-	650,00
92846	Street Maintenance Inside Loop 289	-	750,00
92847	Radio Shop Vehicle Replacement FY 2023-24	-	50,00
92848	Water/Wastewater Vehicle Replacement FY 2023-24	-	1,844,00
92849	Storm Water Vehicle Replacement FY 2023-24	-	305,00
92850	General Fund Vehicle Replacement FY 2023-24 Tax Note	-	4,850,00
92851	Fleet Vehicle Replacement FY 2023-24	-	70,00
92852	Civic Centers Vehicle Replacement FY 2023-24	-	70,00
92853	General Fund Vehicle Replacement FY 2023-24	-	1,248,50
2014072	Groves Branch Library Renovations	-	
2015029	Substation Capacity Upgrade - Mackenzie	-	
2015063	Closure of Cell VI at 69 Landfill	-	
2016121	Airport Master Plan	-	
2017063	Traffic Operations Facility Renovations	-	
2019116	115Kv Line Rebuild - Coop To Mccullough	-	
2019117	115Kv Line Rebuild - Mcdonald To Northwest	-	
2019118	69/115Kv Line Rebuild: Brandon-Vicksburg	-	
2019119	69/115Kv Line Rebuild: Brandon-Erskine	-	
2020002	West General Aviation Ramp Rehabilitation	-	
2020004	Taxiway N Pump Station Installation	-	
2021037	AMI Data Customer Interface Module	-	
2021071	Distribution Equipment SCADA Integration	-	
2021102	Elevated Storage Tanks Phase III	-	
2021133	Lake 6 Fountain Inlet	-	
2021145	Unimproved Roadway Improvements	-	
2021147	East Elementary SPARK	-	
2022172	Park Pavilion Repair & Replacement	_	
2022178	Rehabilitate Taxiway M	-	
2022187	Street Maintenance 2025	-	
2022202	Topographic Information Acquisition	_	
2022209	34th Street - Alcove Avenue to Upland Avenue	_	
2022203	146th Street - Slide Road to Avenue P	_	
2022215	Southeast Lubbock Sanitary Sewer Expansion	_	
2022216	Northwest Lubbock Sanitary Sewer Expansion	_	
2022238	Demo LHB Pumping Station		
2022238	Demo Pumping Station 3 and 6	_	
2022252	Street Department Storage Facilities	-	
2022232	Parks Facilities Maintenance	_	
2022203	Substation Capacity Upgrade - McCullough	-	
2023003	Replace ARFF Truck	-	
	-	-	
2023007 2023062	Outdoor Fitness Equipment Indiana Avenue from 135th to 146th	-	
		- ċ	
2023063	Downtown Arts District Street Rehab	\$ -	
2023070	Water - Pipeline Maintenance Facility Renovations	-	
2023080	Signal Cabinet ID Badge Access Systems	-	
2023081	Traffic Operations Covered Parking		

Project		Ар	propriation to	Appropriation
Number	Project Name		Date	FY 2023-24
2023100	Street Maintenance Facilities Renovations		-	-
2023102	LAS Play Yard Renovations		-	-
2023103	Metal Building/Storage Shed		-	-
2023105	Water Meter Shop Expansion		-	-
2023107	Master Thoroughfare Plan Update		-	-
Total Appropria	tion	\$	652,997,308	186,461,055

Funding Course	Funding to Date	Funding
Funding Source AIP Grant	Funding to Date \$ 6,859,148	FY 2023-24
Airport Coronavirus Response Grant	3 6,859,148 415,222	(2,039,288)
Airport Coronavirus Response Grant Airport Federal Grant Funding	18,088,646	-
Airport Federal Grant Funding Airport Fund Bonds	9,681,739	-
Airport Fund Bonds Airport Fund Cash	5,693,781	900,000
ARPA Funding	50,334,051	4,406,937
BIL Grant	6,284,680	2,520,000
C.A.R.E.S. Act Funding	7,309,762	(207,698)
CBD TIF Fund Prior Year Bonds		(207,098)
	5,878,955	-
CBD TIF Fund Prior Year Cash	480,994	-
Cemetery Fund Prior Year Cash	443,491	-
CH Foundation Grant	500,000	- 044 474
Civic Center Fund Cash	-	911,471
Civic Center Fund Prior Year Cash	1,271,945	-
County ARPA	3,500,000	-
Fleet Fund Cash	-	70,000
Fleet Fund Prior Year Cash	102,467	-
Fleet Fund Tax Notes	-	4,850,000
Gateway Fund Bonds	-	6,000,000
Gateway Fund Cash	730,366	1,000,000
Gateway Fund Prior Year Bonds	6,739,321	-
General Capital Project Fund	-	85,748
General Fund Cash	50,130,694	18,384,690
General Fund CO Bonds	115,825,874	21,000,000
General Fund Prior Year Bonds	97,333	-
General Fund Prior Year Cash	-	120,000
General Fund Tax Notes	9,028,852	4,000,000
General Obligation Bonds	48,900,000	57,700,000
Health Fund Cash	303,020	-
Helen Jones Foundation Grant	1,000,000	-
Hotel Occupancy Tax Fund Cash	1,861,578	795,675
IT Fund Cash	1,101,980	-
IT Fund Tax Notes	1,250,000	-
Lake Alan Henry Cash	-	188,000
LBP TIF Fund Cash	1,272,699	100,000
LP&L Fund Cash	61,019,346	21,891,520
LP&L Prior Year Revenue Bonds	26,319,890	-
LP&L Revenue Bonds	28,384,273	3,125,000
Market Lubbock, Inc. Cash	100,000	-
North Overton TIF Fund Bonds	747,031	-
North Overton TIF Fund Cash	8,250,000	1,750,000
PFC Fund Bonds	16,005,334	-
PFC Tax Notes	-	-

		Funding
Funding Source	Funding to Date	FY 2023-24
Radio Shop Cash	\$ 850,000	450,000
Storm Water Fund Bonds	1,291,950	9,850,000
Storm Water Fund Cash	18,056,682	3,940,000
Texas Water Development Board Bonds	31,652,500	-
TxDOT Participation	1,700,756	-
United States Air Force Funding	1,416,931	-
Wastewater Fund Cash	640,000	-
Wastewater Fund Revenue Bonds	244,767	-
Water Fund Cash	70,000	-
Water/Wastewater Fund Cash	64,449,861	19,999,000
Water/Wastewater Fund Prior Year Cash	-	1,800,000
Water/Wastewater Fund Revenue Bonds	36,711,389	-
Zone A Impact Fees	-	1,270,000
Zone F Impact Fees	-	1,600,000
Total Funding	\$ 652,997,308	186,461,055

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	r	Minimum	Midpoint	Maximum
101	\$	18,164.64	23,218.00	29,402.88
102		19,069.44	24,971.44	30,873.44
103		20,017.92	26,219.44	32,420.96
104		21,022.56	27,531.92	34,041.28
105		22,075.04	28,907.84	35,740.64
106		23,179.52	30,352.40	37,525.28
107		24,333.92	31,868.72	39,403.52
108		25,548.64	33,460.96	41,373.28
109		26,827.84	35,136.40	43,444.96
110		28,169.44	36,892.96	45,616.48
111		29,579.68	38,736.88	47,894.08
112		31,058.56	40,674.40	50,290.24
113		32,608.16	42,707.60	52,807.04
114		34,240.96	44,843.76	55,446.56
115		35,954.88	47,086.00	58,217.12
116		37,752.00	49,439.52	61,127.04
117		38,810.72	50,827.92	62,845.12
118		40,755.52	53,373.84	65,992.16
119		42,793.92	56,042.48	69,291.04
120		44,934.24	58,845.28	72,756.32
121		47,174.40	61,782.24	76,390.08
122		48,495.20	63,510.72	78,526.24
123		50,914.24	66,681.68	82,449.12
124		53,464.32	70,019.04	86,573.76
125		56,141.28	73,520.72	90,900.16
126		58,943.04	77,196.08	95,449.12

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
127	61,010.56	79,901.12	98,791.68
128	64,057.76	83,895.76	103,733.76
129	67,260.96	88,090.08	108,919.20
130	70,628.48	92,497.60	114,366.72
131	74,158.24	97,121.44	120,084.64
132	77,866.88	101,977.20	126,087.52
133	81,758.56	107,075.28	132,392.00
134	85,847.84	112,428.16	139,008.48
135	90,138.88	118,050.40	145,961.92
136	94,640.00	123,947.20	153,254.40
137	99,378.24	130,150.80	160,923.36
138	104,347.36	136,659.12	168,970.88
139	108,509.44	142,112.88	175,716.32
140	113,940.32	149,221.28	184,502.24
141	119,635.36	156,681.20	193,727.04
142	125,615.36	164,514.48	203,413.60
143	131,899.04	172,741.92	213,584.80
144	138,494.72	181,379.12	224,263.52
145	145,419.04	190,446.88	235,474.72
146	152,692.80	199,973.28	247,253.76
147	160,324.32	209,967.68	259,611.04
148	168,336.48	220,464.40	272,592.32
149	176,756.32	231,489.44	286,222.56
150	185,594.24	243,063.60	300,532.96

Pay Plan reflects annual salary amount

Exhibit E - Part-Time Pay Plan

		ille Fay F	
Pay Grade	Minimum 8.334	Midpoint 10.783	Maximum 12 221
201			13.231
202	8.749	11.321	13.892
203	9.185	11.887	14.589
204	9.644	12.481	15.318
205	10.128	13.106	16.083
206	10.635	13.761	16.887
207	11.164	14.447	17.730
208	11.722	15.170	18.617
209	12.310	15.930	19.549
210	12.923	16.725	20.526
211	13.571	17.561	21.551
212	14.249	18.440	22.630
213	14.961	19.361	23.761
214	15.710	20.330	24.950
215	16.496	21.346	26.196
216	17.322	22.415	27.507
217	18.186	23.533	28.880
218	19.096	24.712	30.327
219	20.051	25.947	31.842
220	21.054	27.244	33.434
221	22.105	28.606	35.106
222	23.211	30.037	36.862
223	24.370	31.537	38.704
224	25.590	33.115	40.639
225	26.870	34.770	42.670
226	28.212	36.508	44.803
227	29.623	38.334	47.044
228	31.103	40.250	49.397
229	32.657	42.262	51.866

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
230	34.292	44.376	54.460
231	36.006	46.595	57.183
232	37.806	48.925	60.043
233	39.696	51.370	63.044
234	41.682	53.938	66.194
235	43.766	56.637	69.507
236	45.952	59.466	72.979
237	48.251	62.440	76.629
238	50.664	65.564	80.463
239	53.194	68.839	84.484
240	55.857	72.283	88.708
241	58.648	75.897	93.145
242	61.581	80.191	98.800
243	64.660	83.676	102.692
244	67.893	87.860	107.826
245	71.288	92.252	113.215
246	74.852	96.865	118.878
247	78.595	101.708	124.821
248	82.523	106.793	131.062
249	86.651	112.133	137.615
250 Pay Plan reflects hourly	90.982 y rate	117.739	144.495

Exhibit E - Police Pay Plan

Grade	Title		Step A	Step B	Step C	Step D	Step E	Step F
PCS6	Police Asst. Chief	(H)	73.146	76.800	80.645			
		(B)	5,851.68	6,144.00	6,451.60			
		(M)	12,678.64	13,312.00	13,978.47			
		(A)	152,143.68	159,744.00	167,741.60			
DOCE		(H)	62.590	65.746	50.550			
PCS5	Police Deputy Chief	(B)	5,007.20	65.716	69.660			
		(M)	10,848.93	5,257.28	5,572.80			
		(A)	130,187.20	11,390.77	12,074.40			
				136,689.28	144,892.80			
		(H)	53.811					
PCS4	Police Lieutenant	(B)	4,304.88	56.504	59.610			
		(M)	9,327.24	4,520.32	4,768.80			
		(A)	111,926.88	9,794.03	10,332.40			
				117,528.32	123,988.80			
		(H)	47.171					
PCS3	Police Sergeant	(B)	3,773.68	49.529	52.502			
	•	(M)	8,176.31	3,962.32	4,200.16			
		(A)	98,115.68	8,585.03	9,100.35			
		(H)	44.924	103,020.32	109,204.16			
		(B)	3,593.92					
PCS2	Police Detective/Corporal	(M)	7,786.83					
1 032	Tonce Beteetive, corporal	(A)	93,441.92					
		` '	,					
		(H)	32.926					
		(B)	2,634.08					10 years
PCS1	Police Officer	(M)	5,707.17	34.572	26 201	38.298	41 172	-
PCSI	Police Officer	(A)	68,486.08		36.301		41.173	44.261
				2,765.76	2,904.08	3,063.84	3,293.84	3,540.88
				5,992.48	6,292.17	6,638.32	7,136.65	7,671.91
				71,909.76	75,506.08	79,659.84	85,639.84	92,062.88
PNC(E2) Ent	ry Level II	(H)	32.926					
	(Pay grade does not indicate	(B)	2,634.08					
	Civil Service status)	(M)	5,707.17					
		(A)	68,486.08					
		(H)	30.001					
PNC(E1) Ent	•	(H) (B)	2,400.08					
	(non-Civil Service)	(M)	5,200.17					
		(A)	62,402.08					
		(H)	30.001					
PNCSP	Cadet	(H) (B)	2,400.08					
	(non-Civil Service)	(M)	5,200.17					
		(A)	62,402.08					

PNCSP is a non-classified, non-civil service, civilian grade for employees seeking to enter a future academy class in order to become classified police officers. PNCE1-A is a non-classified, non-civil service, civilian grade for employees entering an academy class in order to become classified police officers. All employees of the police department who seek to become classified police officers start at either PNCSP or PNCE1-A, unless they start employment already certified as peace officers by TCOLE, in which case they may start at either PNCSP or PNCE1-B. Employees starting at either PNCSP or PNCE1-A progress to PNCE1-B when they become certified as peace officers by TCOLE.

Classified service and accrual of seniority points does not begin until an employee reaches PNCE1-B. Full civil service protection and accrual of longevity pay begins when an employee reaches PCS1. Not every change in classification represents a change in salary.

For employees who enter the academy without TCOLE certification, a probationary period of 18 months, prior to entering full civil service protection, begins on the first day of employment with department in a beginning position as PNCE1-A. These employees progress to PNCE2 after 12 months of continuous probationary service in PNCE1-A and B; progress to PCS1 step A after 6 months additional continuous probationary service at PNCE2; remain in PCS1 step A for 6 months; progress to PCS1 step B after 6 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

For employees who enter the academy with TCOLE certification, a probationary period of 12 months, prior to entering full civil service protection, begins on the first day of employment with the department in a beginning position as PNCE1-B. These employees bypass PNCE2 and progress directly to PCS1 step A after 12 months of continuous probationary service; remain in PCS1 step A for 12 months; progress to PCS1 step B after 12 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classified position (PNCE1-B and above) is based on time in that classification. Time spent in "move-up" does not count toward time in the "move up" classification. Seniority is based on all years of service as a sworn/classified police officer (PNCE1-B and above) or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.

Biweekly rate=Hourly * 80. Annual rate=Biweekly * 26. Monthly rate=Annual / 12.

Exhibit E - Fire Pay Plan (40 Hour Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS7	Fire Deputy Chief																				
	Н	72.924	73.881	74.837	75.794	76.749	77.705	78.662													
	В	5,833.92	5,910.48	5,986.96	6,063.52	6,139.92	6,216.40	6,292.96													
	Α	151,681.92	153,672.48	155,660.96	157,651.52	159,637.92	161,626.40	163,616.96													
FCS6	Fire Division Chief	•	,	•	•	•	,														
	Н	68.447	68.723	68.997	69.273	69.546	69.823	70.099	70.376	70.649											
	В	5,475.76	5,497.84	5,519.76	5,541.84	5,563.68	5,585.84	5,607.92	5,630.08	5,651.92											
	Α	142,369.76	142,943.84	143,513.76	144,087.84	144,655.68	145,231.84	145,805.92	146,382.08	146,949.92											
FCS5	Fire Battalion Chief																				
	Н	61.492	61.975	62.457	62.938	63.420	63.902	64.382	64.866	65.348	65.828	66.332									
	В	4,919.36	4,958.00	4,996.56	5,035.04	5,073.60	5,112.16	5,150.56	5,189.28	5,227.84	5,266.24	5,306.56									
	Α	127,903.36	128,908.00	129,910.56	130,911.04	131,913.60	132,916.16	133,914.56	134,921.28	135,923.84	136,922.24	137,970.56									
FCS4	Fire Captain																				
	Н	53.480	53.880	54.279	54.680	55.078	55.477	55.877	56.278	56.676	57.076	57.475	57.875	58.275							
	В	4,278.40	4,310.40	4,342.32	4,374.40	4,406.24	4,438.16	4,470.16	4,502.24	4,534.08	4,566.08	4,598.00	4,630.00	4,662.00							
	Α	111,238.40	112,070.40	112,900.32	113,734.40	114,562.24	115,392.16	116,224.16	117,058.24	117,886.08	118,718.08	119,548.00	120,380.00	121,212.00							
FCS3	Fire Lieutenant																				
	Н	47.825	48.085	48.344	48.606	48.864	49.123	49.383	49.645	49.906	50.166	50.425	50.685	50.946	51.205	51.467					
	В	3,826.00	3,846.80	3,867.52	3,888.48	3,909.12	3,929.84	3,950.64	3,971.60	3,992.48	4,013.28	4,034.00	4,054.80	4,075.68	4,096.40	4,117.36					
	Α	99,476.00	100,016.80	100,555.52	101,100.48	101,637.12	102,175.84	102,716.64	103,261.60	103,804.48	104,345.28	104,884.00	105,424.80	105,967.68	106,506.40	107,051.36					
FCS2	Fire Equipment Oper.																				
	Н	44.148	44.352	44.554	44.758	44.962	45.165	45.372	45.573	45.777	45.980	46.183	46.387	46.590	46.794	46.998	47.201	47.407			
	В	3,531.84	3,548.16	3,564.32	3,580.64	3,596.96	3,613.20	3,629.76	3,645.84	3,662.16	3,678.40	3,694.64	3,710.96	3,727.20	3,743.52	3,759.84	3,776.08	3,792.56			
	Α	91,827.84	92,252.16	92,672.32	93,096.64	93,520.96	93,943.20	94,373.76	94,791.84	95,216.16	95,638.40	96,060.64	96,484.96	96,907.20	97,331.52	97,755.84	98,178.08	98,606.56			
FCS1	Fire Fighter																				
	Н	32.639	33.185	33.733	34.281	34.831	35.378	35.926	36.474	37.021	37.569	38.116	38.668	39.214	39.764	40.314	40.859	41.407	41.956	42.504	43.052
	В	2,611.12	2,654.80	2,698.64	2,742.48	2,786.48	2,830.24	2,874.08	2,917.92	2,961.68	3,005.52	3,049.28	3,093.44	3,137.12	3,181.12	3,225.12	3,268.72	3,312.56	3,356.48	3,400.32	3,444.16
	Α	67,889.12	69,024.80	70,164.64	71,304.48	72,448.48	73,586.24	74,726.08	75,865.92	77,003.68	78,143.52	79,281.28	80,429.44	81,565.12	82,709.12	83,853.12	84,986.72	86,126.56	87,268.48	88,408.32	89,548.16
FNCS1	Prob. Fire Fighter																				
	Н	30.773																			
	В	2,461.84																			
	Δ	64 007 84																			

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Hourly rate=annual / 2,080. Biweekly rate=Hourly rate * 80. All conversions are approximate.

Exhibit E - Fire Pay Plan (Kelly Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS5	Ciro Do	ttalion Chief																			
FC35			44.260	44.642	44.057	45 200	45.646	45.007	46.224	46.670	47.024	47.200									
	Н	43.923	44.268	44.612	44.957	45.300	45.646	45.987	46.334	46.678	47.021	47.380									
	В	4,655.84	4,692.41	4,728.87	4,765.44	4,801.80	4,838.48	4,874.62	4,911.40	4,947.87	4,984.23	5,022.28									
		121,051.79	122,002.61	122,950.67	123,901.49	124,846.80	125,800.38	126,740.17	127,696.50	128,644.57	129,589.88	130,579.28									
FCS4	Fire Ca	ptain																			
	Н	38.202	38.486	38.772	39.057	39.341	39.628	39.912	40.200	40.484	40.771	41.054	41.339	41.625							
	В	4,049.41	4,079.52	4,109.83	4,140.04	4,170.15	4,200.57	4,230.67	4,261.20	4,291.30	4,321.73	4,351.72	4,381.93	4,412.25							
	Α	105,284.71	106,067.42	106,855.63	107,641.09	108,423.80	109,214.77	109,997.47	110,791.20	111,573.90	112,364.88	113,144.82	113,930.28	114,718.50							
FCS3	Fire Lie	utenant																			
	Н	34.161	34.348	34.532	34.719	34.904	35.088	35.273	35.460	35.649	35.833	36.019	36.204	36.390	36.575	36.762					
	В	3,621.07	3,640.89	3,660.39	3,680.21	3,699.82	3,719.33	3,738.94	3,758.76	3,778.79	3,798.30	3,818.01	3,837.62	3,857.34	3,876.95	3,896.77					
	Α	94,147.72	94,663.09	95,170.19	95,685.56	96,195.42	96,702.53	97,212.39	97,727.76	98,248.64	98,755.75	99,268.36	99,778.22	100,290.84	100,800.70	101,316.07					
FCS2	Fire Eq	uipment Oper	r																		
	н.	31.535	31.680	31.824	31.971	32.117	32.261	32.408	32.552	32.698	32.844	32.989	33.135	33.279	33.425	33.571	33.716	33.863			
	В	3,342.71	3,358.08	3,373.34	3,388.93	3,404.40	3,419.67	3,435.25	3,450.51	3,465.99	3,481.46	3,496.83	3,512.31	3,527.57	3,543.05	3,558.53	3,573.90	3,589.48			
	Α	86,910.46	87,310.08	87,706.94	88,112.08	88,514.45	88,911.32	89,316.45	89,713.31	90,115.69	90,518.06	90,917.68	91,320.06	91,716.92	92,119.30	•	92,921.30				
FCS1	Fire Fig	•	,	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	55,5 = 11 15	,	00,000		,		,	,	,	,	,	,	00,000			
. 001	Н	23.313	23.703	24.095	24.487	24.879	25.270	25.661	26.055	26.445	26.836	27.227	27.620	28.010	28.404	28.795	29.185	29.576	29.969	30.360	30.751
	R.	2,471.18	2,512.52	2,554.07	2,595.62	2,637.17	2,678.62	2,720.07	2,761.83	2,803.17	2,844.62	2,886.06	2,927.72	2,969.06	3,010.82	3,052.27	3,093.61	3,135.06	3,176.71	3,218.16	3,259.61
	۸	64,250.63	65,325.47	66,405.82	67,486.17	68,566.52	69,644.12	70,721.72	71,807.58	72,882.42	73,960.02	75,037.61	76,120.72	77,195.56	78,281.42	79,359.02	80,433.86		•	-	84,749.76
ENICS1	Drob F	ire Fighter	05,525.47	00,403.82	07,480.17	08,300.32	03,044.12	70,721.72	71,007.50	72,002.42	73,300.02	73,037.01	70,120.72	77,133.30	70,201.42	73,333.02	60,433.60	81,511.40	82,334.30	83,072.10	64,743.70
FINCSI	F 100. F	21.981																			
	п																				
	۸	2,329.96 60.578.85																			

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit F - Position Control Summary

	Budget FY 2023-24
Administrative Services	11 2023-24
City Attorney	15
City Council	3
City Manager	8
City Secretary	11
Facilities Management	16
Finance	33
Human Resources	12
Internal Audit	3
Communications and Marketing	9
Total Administrative Services	110
Davidanment Comisse	
Development Services	22
Building Safety	32
Codes Enforcement	29
Environmental Health	16
Vector Control	5
Planning Total Development Services	11
Total Development Services	93
Cultural and Recreation Services	
Library	35
Cultural Arts	9
Parks and Recreation	72
Total Cultural and Recreation Services	116
Public Works	
Engineering	45
Solid Waste	99
Streets	43
Traffic	34
Total Public Works	221
Public Safety and Health Services	
Animal Services	30
Fire	463
Municipal Court	21
Police	579
Public Health	55
Total Public Safety and Health Services	1,148
	1.000
TOTAL GENERAL FUND	1,688

Exhibit F - Position Control Summary

	Budget FY 2023-24
Internal Service Funds	
Fleet	24
Health Benefits	4
Information Technology	35
Telecommunications	3
GIS &Data Services	10
Radio Shop	9
Print Shop/Warehouse	6
Risk Management	7
Total Internal Service Funds	98
Enterprise Funds	
Airport	52
Cemetery	6
Civic Centers	18
Lake Alan Henry	2
Lubbock Power and Light	328
Storm Water	32
Water/Wastewater	235
Total Enterprise Funds	673
Special Revenue Funds	
Community Development	14
Economic Development	3
Total Special Revenue Funds	17
Component Unit	
Civic Lubbock	6

Exhibit G - Changes to Proposed FY 2023-24 Budget

General Fund

Add Monthly commercial garbage charge for 8 cubic yard dumpster to Summary of General Fund Fee Changes; Gen Consumer Metered 7523 - Budget 2024 = \$183.25

Add Monthly small commercial charge to Summary of General Fund Fee Changes; Gen Consumer Metered 7523 - Budget 2024 = \$36.48

Add Not Covered during transit non-commercial vehicle to dumping waste surcharge to Summary of General Fund Fee Changes; Landfill Surcharge 6630 - Budget 2024 = \$15.00

Add Not Covered during transit commercial vehicle to dumping waste surcharge to Summary of General Fund Fee Changes; Landfill Surcharge 6630 - Budget 2024 = \$30.00

Increase Office Supplies to City Secretary for Vital Statistics Increase Use of Excess Reserves	\$ 4,874 4,874
Decrease Stability Pay to City Manager's Office Decrease Use of Excess Reserves	\$ (5,500) (5,500)
Decrease in Non-Departmental Special Projects	(75,000)
Decrease in Credit Card Charges to Building Inspection	(41,778)
Decrease Use of Excess Reserves	(116,778)

Water/Wastewater Fund

Add septic tank emptying load fees to Summary of Water/Wastewater Fund Fee Changes; Septic Load Fees 7604 - Budget 2024 = \$0.00371 per gallon

Investment Pool Fund

inc	increase Use of Excess Reserves for additional cost of living adjustment				
Grant Fund					
Grant rana					

Increase Justice Assistance Grant funding and appropriation	Ş	7,277
Increase Public Health Emergency Preparedness Grant funding and appropriation		21,619
Decrease Regional and Local Service System/Local Public Health System (RLSS) Grant funding and		
appropriation		(8,765)
Decrease Immunization Branch - Locals Grant funding and appropriation		(11,606)
Increase Texas Epidemiology Capacity Expansion Grant (IDPS SURV) funding and appropriation		59,538
Decrease Substance Use Disorder Administrative Grant funding and appropriation		(12,500)
Increase Adult Treatment (TRA) Grant funding and appropriation		1,459,383
Decrease Specialized Female Treatment (TRF) Grant funding and appropriation		(7,023)
Decrease Prevention Resources Center Grant funding and appropriation		(89,835)
Increase STD/HIV-DIS Grant funding and appropriation		392,969
Decrease Safety City Grant funding and appropriation		(1,689)
Decrease Section 5304 Planning Grant funding and appropriation		(500,000)
Decrease Internet Crimes Against Children funding and appropriation		(15,300)

Fleet Capital Fund		
CIP 2023012 General Fund Vehicle Replacement FY 24 Tax Note	_	
Remove 2 E1 Aerial Ladder Fire Trucks from Vehicle Replacement List	\$	(4,000,000)
Decrease Tax Notes Funding		4,000,000
FY 2022-23 Operating Budget and Capital Program Amendments After Filing Proposed Budget		
Amendments not included in the FY 2023-24 Proposed Operating Budget and Capital		
Approved on the August 8, 2023 City Council Meeting:		
Parks Capital Fund		
CIP 92779 Splash Pads-ARPA	_	
Increase appropriation and funding	\$	2,178,055
Streets Capital Fund		
CIP 92828 Quaker Ave - 146th St to Woodrow Road		
Increase appropriation and funding	\$	1,109,697
Component Units		
Amend Lubbock Economic Development Alliance, Market Lubbock Inc., Visit Lubbock		
and Lubbock Sports Authority - As shown in Exhibits A&B of Budget Ordinance		
Amendment 28		
Approved on the August 22, 2023 City Council Meeting:		
Grant Fund		
Substance Abuse Innovative Healing Centered Projects Grant		
Increase appropriation and funding	\$	775,414
Community Development Fund		
Comprehensive Energy Assistance Program		
Increase appropriation and funding	\$	402,457
Budget Change Request - 2023-18		
Water/Wastewater Fund		
8615 Transmission Line & Easement Maintenance		
Decrease appropriation and funding	\$	(51,308)
92808 Lake Alan Henry Erosion Maintenance		
Increase appropriation and funding	\$	51,308
Budget Change Request - 2023-21		
Grant Fund		
Decrease Building Maintenance for Fire Administration	\$	(50,000)
Increase Capital Out Equipment for Fire Administration		50,000



Information

Agenda Item

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2023-24 Budget that raises more tax revenue than was generated the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

- 1. One vote to adopt the budget; and
- 2. A separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses #2 as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2023-24 Operating Budget and Capital Program raises more total property taxes than last year's budget by \$11.8 million or 11.33 percent, and of that amount, \$3,821,120 is tax revenue to be raised from new property added to the tax roll this year.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted a FY 2023-24 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2023-24 budget that will raise more property tax revenue than was generated in the previous year.

Passed by the City Council this	_ day of _	, 2023.
VOTING FOR PASSAGE:		VOTING AGAINST PASSAGE:
Council members present but not votin	g:	
Council members absent:		

Sec.	
TRAY PAYNE.	MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Res.Property Tax Revenue Ratification 8/1/23



Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2023-O0109, setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2023; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

On September 5, 2023, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting and levying the tax rate for 2023. Prior to considering the ordinance adopting and levying of the tax rate, the City Council must consider the ordinance adopting the budget. The second reading adopting the budget is item ---6.3 on today's agenda. The property tax is proposed at \$0.480164 per \$100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	\$0.370381
Interest and Sinking Fund	\$0.109783

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate \$89.6 million and the Interest and Sinking Fund tax rate will generate \$26.6 million.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Tax Rate Ordinance

ORDINANCE NO.	
---------------	--

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2023; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2023 the sum of \$0.480164 per One Hundred and No/100s Dollars (\$100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

\$0.109783 per \$100 valuation to the Interest and Sinking Fund; and

\$0.370381 per \$100 valuation to the General Fund

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2024, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.94.

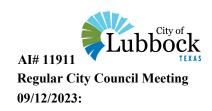
AND IT IS SO ORDERED

Tax Levy 2023-24 8/9/23)

ssed by the City Council on first reading this	day of	, 2023.
VOTING FOR PASSAGE:	VOTING AGAINS	
Council members present but not voting:		
Council members absent:		

assed by the City Council on second reading this _	day of	, 2023.
VOTING FOR PASSAGE:	VOTING AGAINS	T PASSAGE:
· · · · · · · · · · · · · · · · · · ·	UNITED TO THE STATE OF THE STAT	
		10 -

TRAY PAYNE, MAYOR



Information

Agenda Item

Resolution - Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2023-24 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel Occupancy Tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code, as directed by the City Council. The total revenue projected for FY 2023-24 is \$9.4 million, an increase of \$676.1 thousand.

The FY 2023-24 Operating Budget includes changes to the FY 2022-23 allocation as follows:

- Civic Center Operations and Marketing allocation increased from \$2.60 million to \$2.61 million, an increase of \$19,934.
- Buddy and Maria Elena Holly Plaza debt service allocation increased from \$88 thousand to \$89.4 thousand, an increase of \$1,375.
- The allocation to the North Overton TIF Conference Center increased from \$358.8 thousand to \$446.6 thousand, an increase of \$87,744.
- The allocation Transfer to CIP Civic Center increased from \$268.7 thousand to \$415.7 thousand, an increase of \$147,049.
- The allocation to Civic Lubbock Art Grants increased from \$516.6 thousand to \$556.6, an increase of \$40.033.
- A new allocation is included in this year for Tournament Ball Fields at \$379,965. Budgeted expenditures have increased \$676.1 thousand from the prior year budget for FY 2023-24.

Entity	Amount
Civic Center Operations/Marketing	\$
	2,609,010
Convention and Tourism Bureau	3,697,485
Visiting Participatory and Spectator Sports Marketing	1,205,294
North Overton TIF Conference Center Debt Service	446,568
Buddy and Maria Elena Holly Plaza Debt Service	89,375
Civic Lubbock, Inc.	556,593
Transfer to HOT Capital Project - Ball Fields	379,965
Transfer to Civic Center CIP	415,710
Total	\$ 9,400,000

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Hotel Occupancy Tax Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

- 1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed to each respective entity on a monthly basis.
- 2. THAT said funds shall only be released amounts to the extent the City of Lubbock receives funding. The following amounts reflect the maximum amounts to be disbursed to each entity. To the extent that the amount of taxes levied and collected does not meet the stated amounts, the funding amounts shall be reduced proportionately. The funds will be distributed as follows:

Convention & Tourism Bureau	\$ 3,697,485
Civic Center Operations/Marketing	2,609,010
Visiting Participatory & Spectator Sports Marketing	1,205,294
North Overton TIF Conference Center Debt Service	446,568
Civic Lubbock, Inc.	556,593
Buddy & Maria Elena Holly Plaza Debt Service	89,375
Transfer to Civic Center Capital	415,710
Transfer to HOT Capital	379,965
Total	\$ 9,400,000

3. THAT to the extent revenue is collected, each of the above entities will receive 100 percent of actual revenue up to the amount indicated.

Passed by the City Council on	•
	TRAY PAYNE, MAYOR
ATTEST:	
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
D. Blu Koste lich, Chief Financial Officer	
APPROVED AS TO FORM; Amy L. Sings,	
Deputy City Attorney RES.Hotel-Motel 22-23	



Information

Agenda Item

Resolution - Finance: Consider a resolution 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, as adopted by Resolution No. 5089.

Item Summary

The City approved Resolution No. 5089, January 25, 1996, authorizing the City and Market Lubbock, Inc. (MLI) to execute a grant management agreement wherein the base grant amount was set at 3.000 cents of the ad valorem tax rate. The City Council approved amendments previously as follows: September 26, 2013, November 24, 2014, November 17, 2020, September 28, 2021, and December 13, 2022,

The FY 2023-24 Operating Budget and Capital Program adjusted this amount for FY 2023-24 and makes changes to how Market Lubbock, Inc. is funded. The amendment changes the language on what the funding is based on. This change will tie the funding to what is approved in the Budget each year and will prevent having to amend the grant agreement with MLI each year.

Fiscal Impact

This amendment ties the MLI agreement to the funding approved in the budget each year so that it is not necessary to amend the agreement each year.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Amendment to Grant Mgmt Agmt Amendment to Grant Mgmt Agmt

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to the Grant Management Agreement by and between the City of Lubbock and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, 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:	TRATTATNE, MATOR
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Blu Kostelich, Chief Financial Officer	
APPROVED AS TO FORM:	
(35)	
Amy L. Suns, Deputy City Attorney	

RES.Amend_MLI Grant Mgmt 2023

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

AMENDMENT TO GRANT MANAGEMENT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.

This Amendment is entered into by the City of Lubbock (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. (herein after called "MLI").

WITNESSETH:

WHEREAS, the City Council of the City of Lubbock approved Resolution No. 5089, January 25, 1996 authorizing the City and MLI to execute a Grant Management Agreement wherein the base grant amount was set at an amount equal to 3 cents of the City's ad valorum tax rate; and

WHEREAS, on September 12, 2023 the City Council will approve its Budget Ordinance adopting the City's budget for the Fiscal Year 2023-2024; and

WHEREAS, City and MLI desire to conform the Grant Management Agreement to the City's budget by amending the Agreement as described herein;

NOW THEREFORE, City and MLI agree to the following amendment:

ARTICLE II, Section 2.03(a) is amended to read as follows:

"2.03. Grant Terms.

(a) Grant Amount. The base grant amount shall be the amount set forth for in the duly adopted City of Lubbock Annual Budget as set forth in Special Revenue Funds — Economic Development in the line item for Market Lubbock, Inc. Additionally, the City of Lubbock may from time to time make separate grants of funds for specific projects, which grants shall be in addition to the amounts described above.

Annual Payment. All funds payable to MLI with respect to any fiscal year shall be paid in monthly installments, or as may be subsequently determined by City and MLI. Upon receipt of such funds, MLI shall deposit the same in a separate account established by MLI for that purpose at a federally-insured state or national bank or other savings institution in

Lubbock, Texas. At MLI's option, such account may be an interest-bearing account, in which case all interest accrued thereon shall be used by MLI only for the purposes described in this Agreement in accordance with the terms of a budget approved by City."

Executed this day of	, 2023.
CITY OF LUBBOCK	MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.
TRAY PAYNE, MAYOR	BY: JOHN OSBORNE, CEO Date: 9/5/2623
ATTEST:	Date:
Courtney Paz, City Secretary	
APPROVED AS TO CONTENT:	
Blu Kostelick, Chief Financial Officer	
APPROVED AS TO FORM:	
Amy I Sims Denuty City Attorney	

Grant Agmt-Mkt Lubb.Amend_FY23-24